



Terms and Conditions of Trade

Version 1: 5 June 2019

These terms apply to all trade between Customer and Absolute Upholstery Wgtn Limited ("AU").

Pricing and payment

- Unless stated otherwise in writing:
 - Labour is charged at an hourly rate of \$70+GST;
 - All prices are exclusive of GST and any pick up and/or delivery surcharges.
- Where purchases of Goods/Services are made by credit card, the Customer will pay a surcharge of 3% of the total price.
- Unless the Customer has a valid credit account with AU, payment for the Goods/Service must be made by electronic funds transfer before delivery or upon pick up.
- Where purchases of Goods/Services are charged to a valid credit account, then payment is due by the 20th day of the month following Delivery. Credit accounts cannot be settled by credit card.
- The Customer may be required to pay a deposit before a job can commence. The Customer acknowledges that delays in receiving the deposit may affect the estimated start date and consequential completion date of the job.
- If the Customer does not pay an invoice/account:
 - AU reserves the right to charge 3% compounding interest on a monthly basis on overdue accounts.
 - Debt collection costs may be added to Customer invoices that remain overdue for 60 days or more.

Quotes/Estimates and ordering

- All quotes, estimates and pricing, unless expressly stated otherwise, are based on rates and charges in effect at the date of issue. Any increase in the costs of any items (including change in currency exchange rates) affecting the cost of supply, production and/or delivery of the Goods will be added to the price of the Goods payable by the Customer.
- Quotes and estimates may be subject to such further

Terms as are expressly set out in the quote or estimate.

- If the Customer requires a variation to an order (including changes in quantities, measurements or specifications), the Customer acknowledges such variation may result in a delay in delivery of the Goods/Service or an increase in the price specified in the order.
- Goods are offered subject to availability. AU may substitute a similar good to that ordered provided it obtains prior approval from the Customer (verbal or otherwise) prior to the time of supplying the substituted good. It is the responsibility of the Customer to ensure that any proposed substituted good is acceptable.
- Upon accepting a quote, the Customer is deemed to have accepted AU's Terms and Conditions of Trade.

Delivery (of job)

Any time frames quoted for delivery are estimates only and AU will not be liable for any delay in Delivery, whether or not beyond its control. Late Delivery does not entitle the Customer to cancel any order, or part order, or to refuse to accept Delivery.

Warranties and liability

- Unless stated otherwise in writing AU offers a 12 month warranty on workmanship.
- Individual warranties apply for Goods purchased.
- AU will not be liable in respect of Goods that have been tampered with or modified without AU's knowledge or which have been installed in an improper manner.

Product safety

The Customer must ensure that:

- Goods are handled and used in accordance with any safety directions or guidance notes which are supplied

with the Goods;

- Any safety features of the Goods are not interfered with, modified or disabled;
- Any staff or agents using or handling the Goods on behalf of the Customer are instructed by the Customer to comply with subclauses (a) and (b) and to inform AU if there is any suspected design or manufacturing fault that may affect the safety of the Goods.

The Customer acknowledges that:

- Failure to comply with safety instructions may invalidate any express warranty given by AU;
- AU does not warrant or represent the suitability of any good, service, design, person or organisation for the Customer's use;
- The Customer is responsible for ensuring that any instructions, recommended uses, applications and installations methods are followed and any cautions and/or warnings observed;
- Where any recommendation or advice has been given by or on behalf of AU, AU will not be responsible for the actual implementation of the recommendation or the advice or the actions or performance of any other party.

Working on-site/Installation Services

Where AU has agreed, at the request of the Customer, to

provide Installation Services the Customer must:

- Provide AU employees and subcontractors with suitable access to the premises (including for any necessary vehicles and equipment) and an electrical supply and other amenities reasonably required to perform such Installation Services;
- Ensure the premises comply with all applicable laws, particularly those laws relevant to the health and safety of those persons performing the Installation Services;
- Ensure the premises are in a state ready for the Installation Services and are structurally sound.

Privacy

- AU will not share the Customer's personal information to any third parties without written consent.
- The Customer accepts that AU may photograph work for Marketing purposes.

Subject to change

AU's Terms and Conditions of Trade are subject to change. The Customer is responsible for ensuring that they are familiar with the most up to date version.

If you have any questions, problems or comments please call us on 04 802 4638 or email admin@absoluteupholstery.