

# Office Furniture Online Ltd

## Terms and Conditions of business

1 These terms and conditions shall apply to all sales of goods supplied to, and services performed for, the customer by **Office Furniture Online Ltd**

No variation of any of these conditions shall be binding unless expressly agreed to by **Office Furniture Online Ltd** in writing.

2 All prices are **exclusive of GST** unless otherwise stated.

3 Payment in full shall be made to **Office Furniture Online Ltd**, payment made either with credit card or Bank transfer.

Interest shall be payable to **Office Furniture Online Ltd** on the Customer's overdue accounts at the rate of **18% per annum** to run from the due date for payment until receipt by **Office Furniture Online Ltd** of the full amount payable. The Customer shall pay all costs including any legal costs incurred in recovering overdue accounts.

4 We may suspend or terminate this agreement if at any time we consider the Customer's creditworthiness to be unsatisfactory for any reason or if the Customer is in default of any of its payment or other obligations hereunder. We shall not be responsible under any circumstances for any loss, damages, costs or expenses whatsoever caused in any way by the suspension or termination under this clause.

5 The Customer warrants that specifications, measurements or information that have been supplied by the customer at the time of commencing work on custom built furniture are correct and can be relied upon. Once work has started the Customer may not vary or withdraw from this or any other agreement with **Office Furniture Online Ltd** unless with agreement in writing.

6 Where the Customer is a consumer the Consumer Guarantees Act 1993 shall apply and take precedence over anything herein.

7 If the supply is to a business or is not of a personal domestic or household nature the Customer and Company agree that the Consumer Guarantees Act shall not apply to this transaction.

8 Without limiting the foregoing **Office Furniture Online Ltd** warrants the quality of its goods and/or services for the minimum period of 12 months from delivery against any defect or fault in either the workmanship or materials subject to prompt notification of any claims to **Office Furniture Online Ltd**. This warranty shall be voided in the event of improper sitting or treatment of the goods by the Customer or any other party.

9 Subject to everything in these conditions **Office Furniture Online Ltd** makes no further condition, warranty or representation, whether express or implied, written or oral in respect of the goods or services.

10 Notwithstanding anything above **Office Furniture Online Ltd** shall not be liable for any consequential or indirect losses expenses or damages suffered by the Customer in consequence of any defect in materials or workmanship of the goods.

11 Claims for errors, short supply, or for goods arriving in a damaged condition shall be made within **seven (7) days** of the date of invoice, and the Customer shall refuse to sign any delivery docket where goods arrive in a damaged condition. The Customer is deemed to have accepted the goods unless it makes a claim under this clause. The Customer acknowledges that a signed delivery docket signifies acceptance that the goods arrived in an undamaged state and **Office Furniture Online Ltd** shall not be liable to repair any damage in such cases.

12 Risk in goods supplied under this agreement passes to the Customer upon delivery to the Customer or its agent or upon possession of the goods by the Customer or its agent, whichever is the earlier.

13 **Office Furniture Online Ltd** shall not be liable in any way whatsoever for any failure to deliver any order on time or for non-delivery or delay caused directly or indirectly by war, act of God, strike, lockout, riot, Government action or interference, fire, earthquake, material, shortage, late delivery by manufacturers, shipping or transport delay or any other cause beyond the reasonable control of **Office Furniture Online Ltd**. The Customer shall be bound to accept and pay for goods delivered within a reasonable time after such cause for the failure or delay on the part of **Office Furniture Online Ltd** has ceased to operate.

14 To the fullest extent possible, ownership of any goods supplied by **Office Furniture Online Ltd** is retained by **Office Furniture Online Ltd** until payment in full is made for the goods supplied and for all other goods supplied by **Office Furniture Online Ltd** to the customer. This clause creates a security interest under the Personal Property Securities Act 1999 in favour of **Office Furniture Online Ltd** in all present and after-acquired property supplied by **Office Furniture Online Ltd** to the Customer. Permission is granted to **Office Furniture Online Ltd** to register this interest on the Personal Property Securities Register.

15 **Office Furniture Online Ltd**, its servants or its agents may immediately without giving the Customer any notice or waiting any time, retake possession of the goods supplied or any other goods supplied by **Office Furniture Online Ltd** under any other arrangement under which title in those goods is still maintained by **Office Furniture Online Ltd**.

16 The Customer gives **Office Furniture Online Ltd** authority for its servants and agents to enter and remain upon any land or premises where in **Office Furniture Online Ltd** opinion goods may be stored and take possession of the said goods.

17 Under no circumstances shall **Office Furniture Online Ltd** be liable for any damage, costs, losses or expenses arising on or resulting from such repossession.