

Australian Commercial Fitouts Pty Ltd

ABN 24 617 957 264

Terms and Conditions

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1. Sale

- 1.1** All prices are inclusive of GST and quotations are valid for 30 days. All prices on www.auscfstore.com website are in Australian Dollars (AUD).
- 1.2** The full amount is to be prepaid before the order is processed.
- 1.3** Only Visa and Mastercard credit cards are accepted. Other payment options include direct deposit and cheques. We are unable to accept cash.
- 1.4** Insurance risk in the goods passes from the Australian Commercial Fitouts Pty Ltd (**Seller**) to the customer (**Buyer**) immediately upon delivery.
- 1.5** There are no refunds on custom-made items. If ready-made or off-the-shelf items are still in their original packaging, we are able to offer an exchange or refund. A restocking fee of 15%, an administration fee of \$20 and a re-delivery fee (if relevant) will be incurred to cover costs. If items have been custom-made, are not in their original packaging or have already been assembled and/or used, we are unable to exchange them. Please see Warranty, Credit and Refund policy for full details.
- 1.6** Due to licensing restrictions we are not permitted to attach any items to walls, floors or ceilings.
- 1.7** No allowance has been made for any electrical/data cabling or connection unless noted otherwise.
- 1.8** No allowance has been made for any work to be completed outside of normal business hours, unless noted otherwise.
- 1.9** By signing our delivery note, you acknowledge receipt of all goods listed thereon in full and undamaged.
- 1.10** This document is confidential between Australian Commercial Fitouts Pty Ltd and the addressee.
- 1.11** This document shall remain the intellectual property of Australian Commercial Fitouts Pty Ltd and cannot be reproduced in part or in whole without our written consent.
- 1.12** By placing an order, or doing business with Australian Commercial Fitouts Pty Ltd, you acknowledge, accept and understand all of the Terms & Conditions including Retention of Title.
- 1.13 Retention of Title**
- 1.13.1 Title shall not pass.** Title to and ownership of the goods remains with Australian Commercial Fitouts Pty Ltd (the Seller) until (the Buyer) has paid for the goods (Goods) in full and including G.S.T., delivery charges and other duties or charges invoiced.
- 1.13.2 Relationship between Seller and Buyer.** The Buyer shall take custody of the Goods and retain them as the fiduciary agent and Bailee of Australian Commercial Fitouts Pty Ltd (the Seller)
- 1.13.3 Storage of the goods.** Subject to dealing with the goods as contemplated by this clause, the (Buyer) must keep the (goods) stored separately and in a manner to enable them to be identified, properly stored, protected and insured. The (buyer) must not create any form of encumbrance over the goods which is inconsistent with Australian Commercial Fitouts Pty Ltd (the seller) title to and ownership of the goods.
- 1.13.4 Authority to repossess.** If the (buyer) does not pay for the goods in full, the (buyer) authorises Australian Commercial Fitouts Pty Ltd (the seller) and its servants and agents, to enter upon the (buyers) premises at any time to do all things necessary to repossess the (goods).
- 1.13.5 Dealing with the goods – resell.** The (buyer) may resell the (goods). But only as fiduciary agent for Australian Commercial Fitouts Pty Ltd (the seller). Any right to bind Australian Commercial Fitouts Pty Ltd (the seller) to any liability to any third party by contract or otherwise is expressly negated. The buyer shall hold in trust for Australian Commercial Fitouts Pty Ltd (the seller) any proceeds of sale received from third parties which relate to the (goods) and shall keep such proceeds in a separate account until the liability to Australian Commercial Fitouts Pty Ltd (the seller) has been discharged.

1.13.6 Dealing with the Goods – making new product.

1.13.6.1 This sub-clause applies if the (buyer) makes a new product from the (goods) by some method of manufacture or construction or mixing the (goods) with other articles. The (goods) are deemed to be made into the new product immediately upon the commencement of the method or mixing.

1.13.6.2 If the (buyer) sells the new product to a third party, the (buyer) holds on trust for Australian Commercial Fitouts Pty Ltd (the seller) the part of the proceeds of sale received from the third party as relate to the (goods). Such part is deemed to be the proceeds of sale received by the (buyer) in an amount equal in dollar terms owing to Australian Commercial Fitouts Pty Ltd (the seller) by the (buyer). If the new product is not sold to a third party the (buyer) agrees with Australian Commercial Fitouts Pty Ltd (the seller) that ownership in the new goods immediately passes to Australian Commercial Fitouts Pty Ltd (the seller) and sub-clauses 1.13.3 and 1.13.4 apply to the new product.

1.14 Outstanding balances on overdue accounts shall be charged interest at the rate of 15% p.a. calculated daily from the date on which the account becomes overdue.

1.15 These conditions (which shall only be waived in writing signed by the Seller) shall prevail over all conditions of the Buyer's Order to the extent of any inconsistency.

1.16 The Seller and Buyer agree that, should any dispute arise in relation to, or reasonable associated with, these Terms and Conditions, the applicable law shall be that of the State of Victoria.

2. Privacy

- 2.1 Introduction.** Australian Commercial Fitouts Pty Ltd understands the importance of privacy to all individuals. We are committed to protecting information about your business and data privacy and we adhere to the Australian legislation on privacy in the private sector. We limit our collection and use of your personal data to the information we need to conduct our business to the highest possible standards.
- 2.2 Data Collection.** In order to provide the highest quality service and to ensure deliveries can be made efficiently, there is basic information we must collect. This information is important to identify you, to contact you and/or to conduct market research or marketing. This information includes Names, Address, and Telephone Number. This information will be collected directly by us from you. Alternatively, you may provide this information to us via our website. This basic information is recorded in our software system for auditing purposes by the ATO and other authorities. We also keep a digital record of all completed projects. As this information is not of a sensitive nature, but merely kept to facilitate any warranty claims or subsequent projects, it is available to all staff working for Australian Commercial Fitouts Pty Ltd.
- 2.2.1 Credit Card details.**
- 2.2.1.1** At times, credit card details may be provided to us for payment of invoices either over the phone or by email. We record these details on a 'Credit Card Payment Details' form.
 - 2.2.1.2** It is our policy not to keep any credit card details on file. As soon as a payment has been completed, the Credit Card Payment form is destroyed by shredding. Emails containing credit card details are deleted permanently from our system.
 - 2.2.1.3** Any subsequent payments made by the same customer will require the credit card details to be supplied again.
 - 2.2.1.4** Credit card details supplied on our online shopping cart are passed through a highly secure server with the latest encryption technology. At no time are credit card details saved on our server. See our Security Policy for full details.
- 2.2.2 Commercial Credit Application Form**
- 2.2.2.1** From time to time, customers request a Commercial Credit Application Form in order to open a 30 day account with our company.
 - 2.2.2.2** At the time of providing this Application Form via email to the client, a copy of this Privacy Policy is also attached for their records.
 - 2.2.2.3** Once returned to us, the information contained in this Application Form will be kept on file in our offices and will be accessed only by Administration Staff for administration purposes.
- 2.3 Disclosure of Information.** In some circumstances we may have to disclose your personal information to third parties such as contractors or others we may retain to provide services on our behalf. By providing us with personal information you are consenting to us disclosing this to third parties in this manner. This will only be done if we can be sure that the third party also respects your privacy rights. If you do not wish this to occur, you should make this known to us immediately. At no time will any personal information be shared with overseas recipients.
- 2.4** In addition, we may disclose this information if:
- 2.4.1** we are required to do so by law or legal process.
 - 2.4.2** law enforcement authorities request this.
 - 2.4.3** when we believe disclosure is necessary to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity.
- 2.5 Access to your information.** You may request access to information we hold about you and we will provide you with such information unless an exception from doing so applies under the Australian Privacy Principles. We may require you to pay a charge for accessing this information, depending on its nature.

- 2.6 Links to other sites.** We provide links to other websites for your convenience and interest. These companies may have Privacy Statements of their own and we recommend that you read these statements if you visit any linked sites. We are not responsible for the content on linked sites or any use of the sites.
- 2.7 Policy Review.** Please note that this policy may be reviewed and updated on a regular basis without prior notice. A notification will be posted on the website each time this policy is amended. Our Privacy Policy is reviewed at least annually by all staff or more regularly as required. A copy of this policy is freely available to our staff in digital as well as hard copy form on our premises. We have a current version of our Privacy Policy available to the Public.
- 2.8 Enquiries.** If you have any concerns, complaints or queries concerning how your personal information is collected or used by us, please contact: The Manager, Australian Commercial Fitouts Pty Ltd, L3 480 Collins St, Melbourne VIC 3000.

3. Security

- 3.1 Introduction.** The purpose of this policy is to detail the arrangements for protecting financial and personal details provided by customers when purchasing goods online from Australian Commercial Fitouts Pty Ltd.
- 3.2 Details.** When purchasing online from Australian Commercial Fitouts, your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard.
- 3.3** Australian Commercial Fitouts does not record or store any financial information and will never share any personal details with a third party.

4. Chair Loan

- 4.1 Introduction.** The purpose of this policy is to detail the arrangements for supplying trial chairs to our clients in metro areas around Australia
- 4.2 Details.** We are able to offer a FREE Trial Chair service to our clients who wish to purchase 6 or more chairs. To qualify for this service, clients must be located in the following metro delivery areas:
- Sydney NSW
 - Melbourne VIC
 - Brisbane QLD
 - Perth WA
- 4.3 Terms and Conditions**
- 4.3.1** A minimum of 10 chairs must be required for purchase by the client.
- 4.3.2** A maximum of 2 trial chairs will be supplied.
- 4.3.3** A maximum of ONE delivery of trial chairs can be carried out, so clients need to choose their trial chairs carefully.
- 4.3.4** Chairs are also available for viewing/testing at showrooms in Brisbane, Sydney, Melbourne & Perth.
- 4.3.5** Not all chairs are available for this service. Please check details with our sales staff.
- 4.3.6** Trial chairs may be kept for 48 hours, after which they will be collected and returned to the warehouse.
- 4.3.7** Trial chairs which become damaged during the trial period will unfortunately have to be left at the location and will be billed at cost price to the client, so please treat our trial chairs with great care.
- 4.3.8** There is no obligation to purchase after trialing chairs.
- 4.3.9** PLEASE NOTE – if fewer than 10 chairs are purchased after trialing the chairs, a surcharge of \$60.00 including GST will be payable by the client to cover costs.
- 4.4 To order a Trial Chair.** First check your postal code to ensure you are in a metro region. Email us at info@auscf.com.

5. Delivery

- 5.1 Introduction.** The purpose of this policy is to detail the arrangements for supplying trial chairs to our clients in metro areas around Australia.
- 5.2 Types of Delivery**
- 5.2.1 Pick Up Customer.** Paperwork and payment must be completed before pick-up is possible. Payment cannot be made at the warehouse. Items will be supplied boxed and will need assembly. Basic tools will be required to complete the assembly.
- 5.2.2 Flat Pack Delivery – Metro.** Items will be delivered boxed and dropped off at Reception or as instructed. Basic tools will be required to assemble the furniture.
- 5.2.3 Delivery and Assembly – Metro only.** Items will be delivered, assembled on site, placed in position and all packaging will be removed. This option is only available to customers residing in one of our delivery areas. Our website – www.auscstore.com – has a Post code listing in which you can check to see if you qualify as a Metro Region.
- 5.3 Delivery Rates.** Melbourne Metro, Adelaide Metro, Perth Metro, Brisbane Metro, Sydney Metro.
- 5.3.1** Pick up by customer FREE from one of our warehouses in Brisbane, Sydney, Melbourne or Perth.
- 5.3.2** Flat Pack (Boxed) Delivery \$60 – Any number of items in metro or CBD areas in SE QLD, Sydney, Melbourne or Perth.
- 5.3.3** Delivery & Assembly calculated in the shopping cart – Any number of items in metro or CBD areas in SE QLD, Sydney, Melbourne and Perth.
- 5.4 Delivery Time Frame**
- 5.4.1** Please note – Orders will be processed as soon as all paperwork is finalised and payment received – unless otherwise agreed in writing in advance.
- 5.4.2** Online orders will be processed as soon as payment has cleared Delivery and assembly in Metro areas will generally take place within 3 – 5 working days after paperwork is finalised and payment received, providing all items are in stock.
- 5.4.3** All deliveries take place from Monday to Friday between 8.00am and 5.00pm. We do not deliver over weekends.
- 5.4.4** We are unable to give an exact delivery time as many variables affect trucks in transit. We will request that drivers call beforehand to give some notice of their arrival, however this is not always possible and the expectation is that customers or other nominated persons are available on the delivery day to meet the driver.
- 5.4.5** Items to be shipped interstate or to country areas, will generally leave within 24 hours of the order being processed via local couriers after payment has been received and providing all items are in stock.
- 5.4.6** Every effort will be made to inform customers as soon as is practicable if items are not in stock Whilst we endeavour to minimise any delays, Australian Commercial Fitouts has no control over delivery time-frames once the shipment has left the warehouse by third party courier.
- 5.5 Delivery Terms & Conditions.** Australian Commercial Fitouts will advise customers in good time of a delivery date by email.
- 5.5.1** Australian Commercial Fitouts will advise customers in good time of a delivery date by email.
- 5.5.2** All customers to ensure there is someone available to meet the driver and to ensure that a valid contact phone number is supplied for the driver. It is strongly recommended that a second backup phone number is also available for the driver to ensure that the delivery is not missed.

- 5.5.3** It is an expectation that our clients will equip us with all possible information pertaining to the delivery e.g. above ground delivery; lift or service lift access; loading bays or loading dock availability; street parking; opening hours if not open 8.00am – 5.00pm Monday to Friday; site contact details if not the same person placing the order etc.
- 5.5.4** If the delivery date is not suitable or if there will not be someone on site to meet the driver, the expectation is that the customer will contact the Australian Commercial Fitouts head office on (03) 8610 6647 as soon after notification as possible to reschedule the delivery: In the case of a flat packed delivery, the customer may give authority for the goods to be left on site in a safe place. Customer to call the office to confirm.
- 5.5.5** In the case of a delivery and assembly service, the delivery date will have to be rescheduled. Customer to call the office to confirm
- 5.5.6** If no-one is on site to give access to the driver and no authority has been given to leave the goods in a safe place, the order will be returned to the warehouse and the delivery will have to be rescheduled.
- 5.5.7** A delivery which has to be rescheduled due to customers not being available on the delivery day and not informing the office in good time (at least 24 hours before delivery if possible), will incur additional fees i.e. a \$60 Re-Delivery Fee and a \$20 Administration Fee (Total Fee \$89.00). This fee is to be paid before the delivery is rescheduled. Payment can be made either by phoning the office with credit card details or by bank transfer.
- 5.5.8** Australian Commercial Fitouts shall not be liable for any losses incurred by the buyer or any other person as a result of any delay in the delivery of the goods, or any part of the order for any reason whatsoever.
- 5.5.9** Customers are to ensure that comprehensive and correct delivery information is given at the time of ordering.
- 5.5.10** We need to know if there is a lift or if the driver/installer will have to carry items upstairs. We will ensure there are two men to carry out the delivery if there is no lift at no extra charge. However, failure to provide the correct information may result in the truck turning back and the delivery having to be rescheduled at the customer's cost
- 5.5.11** We need to know if there is a loading dock with time or height restrictions to ensure we send the correct size vehicle in the correct time frame. Failure to provide the correct information may result in the truck turning back and the delivery having to be rescheduled at the customer's cost.
- 5.5.12** Our drivers/installers are not permitted to relocate/disassemble/assemble or dispose of any existing items which may be on site and which are not part of the new order. Any existing furniture/items which may be in the way or no longer required, must be moved out of the way before they arrive, to ensure a smooth and efficient process.
- 5.5.13** Please ensure there is sufficient space for our installers to assemble the new furniture they have delivered so they can complete their task safely.
- 5.5.14** At Australian Commercial Fitouts we pride ourselves on doing our utmost to achieve the best outcome possible for each client. Working together with our customers by keeping communication clear and concise will ensure that the delivery/assembly process is efficient and seamless.

6. Warranty, Credit, and Refund

- 6.1 Introduction.** The purpose of this policy is to clarify the terms and conditions relevant to warranty claims, credits and refunds.
- 6.2 Warranty Information.** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 6.3 Warranty on Defects.** In case of defects in our materials or workmanship, please take note of the following:
- 6.3.1 What you can do.** Ensure you inspect your new product as soon as you receive it, if you notice a problem. Warranty claims in relation to defects must be made within 48 hours of receipt of the item. Take a photo of the issue (if applicable) and email it to info@auscf.com. We will call you to discuss the problem and find a satisfactory solution.
- 6.3.2 What we will do.** Repair the item (or part thereof); Resupply a new item, OR Refund or compensate the customer. All expenses associated with replacing/repairing defective items will be at Australian Commercial Fitouts Pty Ltd cost.
- 6.4 Items Damaged in Transit.** Whilst we do everything in our power to ensure that items supplied flat packed/boxed are delivered in perfect condition, at times accidents do occur in transit and items may arrive damaged.
- 6.4.1** All reports of damage in transit must be received within 48 hours of delivery. You can either call us to report damage or email at info@auscf.com
- 6.4.2 What you can do.** BEFORE signing the Proof of Delivery docket, carefully check the packaging of all items delivered to ensure there is no obvious, external damage to the cartons. If you notice torn or broken packaging, please make a note on the Proof of Delivery document e.g. "Packaging on one item is damaged. Will advise if contents are affected once unpacked" or something to that effect. DO NOT SIGN to say 'RECEIVED IN GOOD ORDER' if you can see damage to the packaging. Insurance claims will be difficult to process if no notification is made on the POD at the time of delivery. Keep the damaged item and the damaged packaging in case we need to retrieve the item for insurance purposes. Take photos of the item AND the packaging and email to us at info@auscf.com. All costs for retrieving the item/s will be paid by Australian Commercial Fitouts Pty Ltd.
- 6.4.3 What we will do.** Once we receive an official notification (within 48 hours of delivery) by phone or email of an item damaged in transit, we will organise a replacement product to be re-delivered as soon as is practicable. This will at times depend on the frequency of transport companies delivering to certain areas, but our aim will be to supply a replacement in the shortest possible time frame. All costs will be paid by Australian Commercial Fitouts Pty Ltd.
- 6.5 Items Damaged During Delivery/Assembly.** Our delivery and installation crews are experienced, knowledgeable and well trained. However, at times, accidents do occur and items may be damaged during the unloading, delivery and/or assembly process.
- 6.5.1 What you can do.** In the unlikely event of the delivery/assembly crew not noticing the damage, please talk to them if they are still on site and point out the issue. Ask them to contact our office to discuss a solution. If they have already left site when you notice the damage, please call our office immediately or email us at info@auscf.com to report the problem. If you are able to send us a photo of the damage, this will greatly speed up the process.
- 6.5.2 What we will do.** Any damaged products will be replaced as soon as is practicable.
- 6.5.3** All associated costs will be paid by Australian Commercial Fitouts Pty Ltd.

6.6 Items Falling Under Warranty. At Australian Commercial Fitouts Pty Ltd all our products are made from commercial quality materials and undergo thorough quality control processes. However, over time and due to usual wear and tear, products may no longer function efficiently or may require certain components to be replaced. All our products are covered under a warranty which lasts for a specific time frame. This time frame may vary between products, however the warranty period is clearly stated next to each item on our website and on any official quotes we may have submitted. As long as items have been used solely for the purpose for which they were intended (e.g. a chair has been used as a chair and not to stand on as a makeshift ladder etc.); we will honour the warranty as specified for each product.

6.6.1 What you can do. Check the warranty period for your faulty item to ensure it falls within the warranty time frame for your particular product. You can do this by checking the warranty period on our website – www.auscfstore.com – and searching for your particular product. The warranty period will be stated in the product description. Check the date of purchase on your invoice or order to ensure the item is still under warranty. If all is in order, please have your Invoice or Order Number ready and email us at info@auscf.com to report the problem. Sending a photo of the damage (if applicable) is always very helpful and can speed up the process.

6.6.2 What we will do. On receiving a phone call or email regarding a faulty item we will do the following:

- Check that the item is still under warranty
- Request some information on how the item became damaged or faulty to ensure it has not been used for a purpose other than that for which it was intended
- Repair the item (or part thereof)
- Replace the item with a new one.
- If the same product is no longer available, we will endeavour to replace it with a similar product. Products are subject to being changed or discontinued at any time.

6.7 Credit and Refunds

6.7.1 Australian Commercial Fitouts Pty Ltd does not offer full credits or refunds if customers simply change their minds or make a mistake when ordering – unless a request to cancel the order is received BEFORE the item has left the warehouse and delivery has taken place. In this case, a refund will be offered (see associated costs below) or we will amend the order to reflect the correct item and reschedule delivery.

6.7.2 However, if delivered items are still in their original packaging and are unused we may be able to offer an exchange for another item or a refund. A restocking fee of 15% of the cost of the returned item/s, an Administration Fee of \$20 and a delivery/re-delivery fee (if relevant) will be incurred to cover costs i.e. \$60 for a flat pack drop off in our metro delivery zones.

6.7.3 For customers in our metro delivery zones – If the item is NOT to be replaced (i.e. the customer does not want a different size, colour etc and does not want anything else in its place) and a straight refund is required, the responsibility of returning the item to the warehouse will be at the customer's cost. If the item IS to be replaced with another product from our warehouse, a standard delivery fee will apply.

6.7.4 If customers outside of our metro delivery zones, change their mind about an item and wish to return it (i.e. it is still in its original packaging, there is no damage to the item and it is not to be replaced under warranty), then the responsibility of returning the item to the warehouse will be at the customer's cost.

6.7.5 It is highly recommended that customers take out insurance on all freight in case items arrive back at the warehouse damaged or get lost in transit. We are unable to offer a refund on items which arrive back at the warehouse damaged, or get lost in transit.

6.7.6 If items are not in their original packaging or have already been assembled, whether they have been used or not, we are unable to exchange them or offer a refund.

6.7.7 PLEASE NOTE – NO REFUNDS OR EXCHANGES are possible for custom-made items whether unused or not.

- 6.8** For more information on how we manage warranty claims, credits and refunds, please refer to our standard Terms and Conditions of Sale and the Warranty Information available on our website www.auscfstore.com.
- 6.9** At Australian Commercial Fitouts Pty Ltd, our clients can be confident that our products will maintain their quality and are able to stand the test of time. However, if a problem arises, our aim is to minimise the inconvenience and disruption to our customers by providing a fast, fair and efficient solution.

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