



TERMS AND CONDITIONS

1. DEFINITIONS

- (a) The term "Quote" is deemed to refer to all pricing either provided within the Summit Wholesale Furniture Pricelist or directly relating to a request for items outside the Pricelist or to be made specifically for the Purchaser.
- (b) The term "Purchase Order" is deemed to be the formal instruction to proceed to (But not limited to) the supply, procurement or manufacture of products as detailed and will also include all subsequent clarifications and approvals relating to the Purchase Order.
- (c) The term "Purchaser" is deemed to be the company or persons placing the Purchase Order

2. VALIDITY PERIOD

Quotes shall remain open for acceptance for a period of thirty (30) days (unless otherwise noted) from the date of issue after which time it is subject to our written confirmation. We also reserve the right to revise, revoke or withdraw our quotation/proposal at any time.

(a) A quote or placement of a Purchase Order when accepted shall constitute the basis of final agreement between the parties and all the terms and conditions of this quote shall be included in any agreement entered into between Summit Wholesale Furniture and the Purchaser.

(b) Where the original quote given has been subsequently revised, modified varied or changed in any way (hereinafter referred to as "the revised quote"), then the revised quote when accepted shall constitute the basis of final agreement between the parties and shall be included in any agreement entered into between Summit Wholesale Furniture and the Purchaser.

(c) Where clarifications to details within a Purchase Order have been sought by Summit Wholesale Furniture and approval has been provided in writing from the Purchaser this shall constitute the basis of final agreement between the parties and shall be included in any agreement entered into between Summit Wholesale Furniture and the Purchaser.

3. PRICES QUOTED AND CONDITIONS APPLICABLE

(a) Any goods or services provided by Summit Wholesale Furniture will be subject to GST charges. Unless specifically stated, our price does not include GST, any State and/or Federal Tax or any other taxes or charges. Any pending or future changes to Government imposts or other taxes and charges have not been taken into consideration in the quote/contract price and consequently will be added to or subtracted as the case may be. All government imposts or other taxes and charges liability and alterations shall not be borne by our company.

(b) Prior to the commencement of any work by Summit Wholesale Furniture personnel, Summit Wholesale Furniture shall be advised by the Purchaser of any hazardous conditions or circumstances prevailing or which might be encountered in the normal course of performing the works. This will adversely affect the quote and/or rates provided.

(c) No allowance has been made for costs that may be incurred by Summit Wholesale Furniture due to the presence of asbestos, synthetic mineral fibres or any other substances of like or similar form. The quote price is based on the assumption that the work for which this quote is provided shall be performed in an environment free of asbestos, synthetic mineral fibres or any other substances of like or similar form. The purchaser shall accept full responsibility for the resolution of any problems and for delays and additional costs associated therewith which may result from the presence asbestos, synthetic mineral fibres or any other substances of like or similar form and shall indemnify Summit Wholesale Furniture with respect to costs associated with removal of asbestos, synthetic mineral fibres or any other substances of like or similar form.

(d) Our offer will remain a fixed lump sum price not subject to rise and fall provided that your acceptance is received within thirty (30) days from the date of the quote unless otherwise negotiated. The product within the Purchase Order in its entirety must be delivered within thirty (30) days from the date of the Purchase Order unless negotiated otherwise.



4. ACCEPTANCE AND PAYMENT

Upon such time that the Purchaser has an approved credit account all purchasers are required to provide payment in full prior to the release of all goods.

Where manufacturing or modification of product is required full payment may be required up front. The supply or manufacturing of all product/goods will not commence until the funds have been paid and cleared.

Purchasers that have an approved credit account are required to provide payment in full by the required dates as stated on the tax invoice or otherwise agreed. If the Purchaser fails to meet the agreed payment terms and/or has not made full payment Summit Wholesale Furniture reserves the right to put a hold on all current Purchase Orders and also the approved credit account. Note: Failing to meet the terms of the credit account may harm future credit limits

5. CREDIT APPLICATION

Credit will only be extended once a prompt payment history of six (6) transactions is shown by the Purchaser.

6. CANCELLATION OF ORDER

In the event that the quote is cancelled by the Purchaser following acceptance then:

(a) A minimum fee of 30% of the contract price shall be payable upon cancellation, provided that manufacture of the goods has not commenced, the goods have not been picked or taken off the racks and that no expenditure or expense has been incurred by Summit Wholesale Furniture.

(b) Where production of the goods has commenced at the time of cancellation or expenditure has been incurred by Summit Wholesale Furniture in preparation for production, then the Purchaser shall be liable for payment of the costs of production or expense up to the date of cancellation.

7. RETENTION OF TITLE

Title to and ownership of the goods being the subject of the accepted quote or confirmation of product or pricing remains with Summit Wholesale Furniture until full payment of all moneys due pursuant to this agreement has been received by Summit Wholesale Furniture. Until property, title and ownership passes to the Purchaser and without prejudice to any other rights of the Contractor:

(a) The Purchaser shall separately hold/store the goods as a fiduciary bailee and/or Agent and appropriately mark the goods as such, until the goods have been paid for in full.

(b) The Purchaser as Agent of the Contractor shall keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of such sale into a separate account in trust for the Contractor and immediately remit such funds to the Credit of the Contractor; and

(c) If any goods are used in a manufacturing process or mixed with other materials, the Purchaser shall record the value of the goods so consumed in relation to each unit of finished product and upon the sale of any unit of finished product immediately remit that amount from the proceeds of sale to the Contractor.

(d) If the Purchaser does not pay for any goods on the due date specified in this agreement, Summit Wholesale Furniture or its servant or agent is hereby irrevocably authorised by the Purchaser to enter the Purchaser's premises during business hours (or any premises under the control of the Purchaser) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Purchaser whatsoever including any liability associated with the making good of the premises after the removal of the goods.

(d) Where Summit Wholesale Furniture or its servant or agent enter premises the purchaser is responsible for anything that Summit Wholesale Furniture or its servants and agents do upon entering of any premises and must not in any way interfere with Summit Wholesale Furniture right to enter premises.

8. INTEREST CHARGES

PLEASE NOTE: Interest at the rate of 2% per month may be charged on all monies outstanding and unpaid after the specified terms or agreed payment terms from the date of our invoice.



9. INSURANCE

Product insurance is the responsibility of the Purchaser after the Purchaser has taken receipt of the product.

10. DELIVERY

All times offered for delivery or completion times are estimates only and shall not be construed as a fixed or confirmed times except as expressly nominated elsewhere in the offer. Refer notes relating to delivery charges for further conditions.

11. APPROVAL OF RELEVANT AUTHORITIES

The Purchaser shall be responsible for obtaining all approvals and permits from any relevant authority and for payment of all fees in relation thereto.

12. STORAGE AND SITE DELAYS

Should any delays occur beyond our control, all products ordered and manufactured by the requested date will be held in storage for five (5) normal working days at no charge. Further delays may incur (But not limited to) storage, handling and additional transport charges calculated at the time of the delay. If Summit Wholesale Furniture is not able to store the product within its own premises an external storage facility maybe used and charged to the client accordingly.

13. TRANSPORT

Where Summit Wholesale Furniture is engaged to transport the product and the delivery date is changed or postponed, written notification is required. Should it be cancelled within 48 hours of the dispatch date additional charges of (But not limited to) storage, handling and transport charges may be passed on calculated at the time of the delay.

Should a delivery be cancelled after the transport has picked up the product or the transport vehicles have been loaded additional charges of (But not limited to) storage, handling and transport charges may be passed on calculated at the time of the delay.

14. LIMITATIONS OF LIABILITY TO THIRD PARTIES & CONSEQUENTIAL DAMAGE

Summit Wholesale Furniture shall not be under any liability, whether in contract, tort or otherwise from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, damage or loss including consequential damage or loss whether to persons or property, arising out of work to be done and services to be performed the subject of this quote and any resultant agreement.

15. RETENTION SUM

Retentions are not acceptable under the terms of any agreed quote and the full amount of the contract value must be paid.

16. CONTRA CHARGES

Contra charges are not acceptable under the terms of any agreed quote and the full amount of the contract value must be paid.

17. CLEANING/REMOVAL OF RUBBISH/PACKAGING

Our quotation excludes cleaning and the removal of all rubbish and packaging unless otherwise stated.

18. RETURNS

Summit Wholesale Furniture may not accept returned goods once it has been unwrapped and will not accept returned goods which have been especially designed, altered, damaged, or no longer in full working order. Any accepted returned goods may incur handling or restocking fees that will be passed onto the Purchaser.

19. CONFIDENTIALITY

Any information contained in a quote or supplied by Summit Wholesale Furniture is confidential and commercial-in-confidence, trade sensitive and is submitted solely for the evaluation purposes and for the purpose of allowing Summit Wholesale Furniture to participate in the assessment process and shall not be disclosed to any third party whatsoever or copied or reproduced in any way without the prior written consent of Summit Wholesale Furniture.