

ATAMA Furniture



PO Box 829, Balcatta WA 6914 Tel: 08 9240 5924 Fax: 08 9240 5919

Warranty Terms & Conditions

Atama Furniture conditionally warrants the products to be free of defects in materials and workmanship for a period of one (1) year from the date of original purchase unless a greater period of warranty is issued by the manufacturer or required as part of the purchase. In such cases the extended warranty period shall be confirmed in writing to the purchaser.

Atama Furniture will repair or replace products found to be defective in materials or workmanship provided the items are owned by the original purchaser.

1. Inclusions

- a) This warranty applies only to the original purchaser and is not transferrable.
- b) Replacement or repair of faulty materials, finishes and workmanship.

2. Limitations & Exclusions

- a) This warranty applies only to products as provided by Atama Furniture and will be made void by any work performed by contractors other than those approved by Atama Furniture. This includes reconfiguration, repair or modification to items after delivery /installation.
- b) Normal wear and tear, which is to be expected over the course of ownership.
- c) Failure due to unreasonable or abusive use or use that is not in accordance with the product's intended use.
- d) Water, heat or other damage due to environmental conditions outside the normal context of a commercial environment.
- e) Stains, discolouration, corrosion or damage caused by contact with chemicals (eg bleach, disinfectant, floor cleaners).
- f) Accidental damage.
- g) Routine wear.

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Atama Furniture Standard Terms & Conditions of Sale

These terms and conditions form the basis of any agreement between Italia Contract Furnishing (Australia) Pty Ltd trading as Atama Furniture and the purchaser ("Purchaser") of goods ("Goods") supplied by Atama Furniture.

1. ORDERS

- a) Quotations exclude GST, unless otherwise stated.
- b) Atama Furniture shall provide the Purchaser with a written quote ("Quote") which contains specifications for each item of Goods ordered by the Purchaser including the nature of the Goods and the price of the Goods.
- c) Quotations remain valid for a period of 60 days (unless specified otherwise) after which time Atama Furniture reserves the right to vary or withdraw the quotation.
- d) The purchaser must provide Atama Furniture with written confirmation or acceptance of the quotation within the validity period before there is a binding contract ("Order") between the parties.
- e) Unless otherwise stated in the quotation or by prior agreement in writing, trading terms require 30% deposit and payment balance 7 days from invoice date.
- f) In the event that delivery is delayed through no fault of Atama Furniture, we reserve the right to invoice, and be paid, in accordance with the originally agreed schedule. In addition, we reserve the right to charge for storage and handling in such circumstances.
- g) Any expenses, costs or disbursements incurred by Atama Furniture in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Purchaser, providing that those fees do not exceed the scale charge as charged by that debt collection agency/solicitor, in any event the commission is not to exceed 20 percent of the debt value, plus out of pocket expenses.
- h) Unless otherwise stated, this quotation makes no allowance for retentions. Should retentions be required and agreed to, Atama Furniture reserves the right to pass on all costs associated with retentions or provision of Bank Guarantees.

- i) Practical completion shall be deemed to be when the supplied items are delivered and fit for use, or taken over by the Purchaser, notwithstanding any minor defects or incomplete items that may need attention following practical completion.

2. PRICING AND PAYMENT

- a) Atama Furniture may charge the Purchaser for additional costs incurred by Atama Furniture as a result of the following : (i) Purchaser changing an Order after materials have been ordered or production has been commenced; (ii) failure of Purchaser to accept delivery of the Goods on the delivery date; (iii) the delivery being beyond the scope defined in clause 3. ("Delivery & Installation"); (iv) the Goods being delivered in instalments or in more than one delivery; (v) delays or complications in the delivery due to difficult access to the premises; (vi) any charges imposed by a third party in connection with the installation and delivery; or (vii) any increase in existing or imposition of new taxes, customs duties, or government levies.
- b) Atama Furniture shall provide the Purchaser with an invoice ("invoice") for the Goods which shall include the price stipulated in the Order together with any applicable additional costs described in clause 1 ("orders"). Subject to the payment terms agreed in the Order the purchaser shall pay Atama Furniture within seven (7) days of the date of the invoice.
- c) In the event that Purchaser fails to pay the Purchase Price in accordance with these payment terms Atama Furniture may exercise one or more of the following right : (i) require the Purchaser to pay interest equivalent to the Westpac indicator Lending Rate effective from time to time plus two (2%) percent per annum calculated daily on the balance outstanding until the Purchase Price is paid in full; (ii) enter at any time the relevant premises and repossess the Goods without liability for trespass or damage; or (iii) refuse to produce or deliver any Goods ordered by Purchaser.
- d) The purchaser shall not be entitled to set off against the Purchase Price any money alleged to be owing by Atama Furniture to the purchaser.

3. DELIVERY & INSTALLATION

- a) "Delivery" is defined as a single delivery within the Perth metropolitan area during normal business hours (Monday to Friday 8.30am to 5.00pm).
- b) Unless otherwise stated, this quotation is based on delivery and site unloading during normal working hours.
- c) If delivery, site load or installation is required outside of normal working hours, Atama Furniture reserves the right to vary our quoted price.
- d) This quotation is based on clear and unobstructed access to the site, including unrestricted access to lifts, if required. The Purchaser shall ensure that the site is clear of staff personal effects, other trades and debris. Packaging disposal is the responsibility of the client unless arrangements are made for off-site disposal.
- e) Atama Furniture reserves the right to review charges in the event of delays and obstructions which result in the need to double handle or store the goods off-site or in our storage facilities.

- f) The delivery leadtime offered for this quotation is subject to the availability of specified items at time of placement of order. Proposed dates for delivery and installation are subject to confirmation by Atama Furniture.
- g) Should the delivery date be postponed by the Purchaser they then agree to pay Atama Furniture additional costs incurred in storage and redelivery.

4. RETURN OF GOODS

- a) Atama Furniture is under no obligation to accept any return of Goods that are supplied in accordance with the specifications of the Order.
- b) In the event that Purchaser has received Goods that are not in accordance with the specifications of the Order, the Purchaser must provide Atama Furniture with written notice of the particulars of any discrepancies within seven (7) days of the date of delivery of the Goods in question. If Atama Furniture agrees with the discrepancies in the notice, Atama Furniture may, at its discretion : (i) rectify the discrepancy or replace the Goods in question; (ii) provide Purchaser with a discount in the Purchase Price, or (iii) give Purchaser a credit to be applied to future orders.

5. TITLE AND RISK

- a) Upon delivery of the Goods to the Purchaser's premises of such other location designated by the Purchaser, the Goods shall remain at the risk of the Purchaser.
- b) Title in the Goods shall be retained by Atama Furniture until full payment of the Purchase Price, at which time title in the Goods shall pass to the Purchaser.
- c) If the Goods have been delivered but the Purchaser has not paid the full Purchase Price, the Purchaser must insure the Goods against all risks for Goods of that kind for a value not less than the Purchase Price, until such time as title to the Goods passes to the Purchaser. Purchaser shall hold any proceeds of insurance received in trust for Atama Furniture and shall pay any monies received first to Atama Furniture until full payment of the Purchase Price is received by Atama Furniture.

6. WARRANTY AND LIABILITY

- a) Atama Furniture warrant all products for a period of one (1)year .
- b) Atama Furniture shall not be liable for any loss, damage (including incidental, consequential or special damages), costs or expenses suffered by the Purchaser, to person or property, arising from the manufacturing, installation or use of the Goods. Notwithstanding the foregoing, Atama Furniture liability in the aggregate shall be limited to an amount not exceeding the Purchase Price for the Goods in question.

7. INTELLECTUAL PROPERTY

Purchaser acknowledges and agrees that Atama Furniture retains all proprietary rights, title and interest in and to the Goods including all trade names used by Atama Furniture. The purchaser shall not permit any of the Goods or Atama Furniture's trade names to be copied, reproduced or manufactured by its employees, agents or any third party without Atama Furniture's prior written consent.

8. TERMINATION

- a) If the Purchaser fails to perform any of its obligations under these terms and conditions, Atama Furniture may immediately terminate the Order by written notice of termination to Purchaser.
- b) An Order will immediately terminate without notice, in the event that : (i) the Purchaser becomes insolvent, unable to pay its debts as they become due; (ii) discontinues its business; (iii) the Purchaser is assigned into bankruptcy, becomes bankrupt or makes an assignment in favour of its creditors; (iv) a receiver, manager, liquidator or administrator has been appointed to deal with the Purchaser's assets; (v) there is a change of control of the Purchaser; (vi) the Purchaser dies or becomes incapacitated.
- c) In the event that the Order is terminated pursuant to this clause, any money owing by the Purchaser to Atama Furniture becomes immediately due and payable. If the Purchaser fails to pay the outstanding balance, Atama Furniture may repossess the Goods. The Purchaser hereby authorizes Atama Furniture, its employees or agents to enter the Purchaser's premises or the premises where the Goods are located and use reasonable force to take possession of the Goods without liability for trespass or damage.

9. FORCE MAJEURE

Atama Furniture shall not be liable to the Purchaser for any delay or failure to perform its obligations under an Order or these terms and conditions resulting from circumstances beyond its reasonable control, including but not limited to, shipping delays, war, act of terrorism, riot, insurrection, strike, trade dispute, fire, earthquake, flood, storm or other natural disaster; damage to personnel, material, equipment or other property; or shortage of any materials or labour (each an example of "Force Majeure"). In the event of a Force Majeure, Atama Furniture may : (a) extend the time for fulfilling its obligations under the Order for a period not to exceed three (3) months; or (b) terminate the Order.

10. MISCELLANEOUS

- a) The Purchaser shall not transfer, assign or otherwise grant the Order to any third party without Atama Furniture prior written consent.
- b) Any notice required to be given under these terms and conditions shall be in writing and delivered by post, facsimile or personal delivery and shall be deemed to have been received (i) on the date that it was sent if delivered personally or by facsimile; or (ii) two days after posting if sent by mail.
- c) Each order is governed by and subject to these terms and conditions and together these documents constitute the entire agreement between the parties. If any part of these terms and conditions are found void and unenforceable, it will not affect the validity of the balance of these terms and conditions, which shall remain valid and enforceable according to its terms. The failure of a party to insist on the performance of an obligation hereunder shall not be deemed to be a waiver of such obligation or of any other obligation.