

## **TRADING TERMS**

The words "we", "us" or "our" means COMMERCIAL IMAGES (AUST) PTY LTD trading as METRO LIVING and the words "you" or "your" means the Customer shown on this Quotation/Order Confirmation/Tax Invoice . This Quotation /Order Confirmation/ Tax Invoice is subject to the terms, conditions and warranties set out which unless expressly waived by us in writing, shall be deemed to be included in all contracts or agreements arising or resulting from acceptance of your order:

**1. Price Stability** - All prices quoted will be held for a period of thirty (30) days from the date of Quotation. If the Quotation is not accepted within that period, the Quotation shall be deemed to be withdrawn and will not thereafter bind us.

**2. Acceptance** - Your acceptance of our Quotation must be in writing. If the terms of your purported acceptance differ from our quotation, then your acceptance shall constitute a counter offer and will not be binding on us unless we expressly accept your counter offer.

**3. Cancellation/Return** - After acceptance of our Quotation as evidenced by our Order Confirmation, your order may not be cancelled or returned unless we otherwise agree. If we agree, any materials purchased and all labour costs incurred to the date of receipt of notice of cancellation will be payable by you.

**4. Variation** - Any additional work requested by you over and above the work contemplated by our Quotation is an additional charge and we require your written instructions to undertake that work and your agreement to bear all extra costs and charges.

**5. Terms of Payment** - We reserve the right to invoice progressively for materials required and or supplied. Each Invoice is payable in accordance noted on the Tax Invoice and if any payment is not made, we reserve the right to suspend further work until payment is made.

**6. Reservation of Title**

(a) The parties agree that ownership of the goods delivered by us to you is only transferred to you when you have paid all sums owing to us whether under this or any other invoice.

(b) Where we have not been paid and we deliver goods to you or as directed by you, until you dispose of the goods, you agree with us to keep the goods as our fiduciary and if required to store the goods in a manner that clearly shows our ownership.

(c) Notwithstanding the last two (2) sub clauses, you may sell the goods to a third party in the ordinary course of your business and deliver them to that party on the following terms:

- Where you have been paid by that party, you hold so much of the proceeds as is necessary to pay us on trust for us; and

- Where you have not been paid by that party, you agree at our option to assign your claim against that party to us upon us

giving you notice in writing to that effect provided that if we by exercising that assigned right of claim recover any proceeds

of sale then only so much of the proceeds of sale is necessary to pay us in accordance with this clause shall be retained by

us absolutely and we shall account to you for any surplus.

(d) For the purpose of giving effect to this clause, you irrevocably appoint us as your attorney.

(e) The parties agree that the provisions of this clause apply notwithstanding any agreement whether subsequent to this agreement or not between the parties under which we give you credit.



(f) If any provision or the meaning or effect of any provision of this clause is declared by any judicial or other competent authority to be void, voidable or illegal or otherwise unenforceable then, provided that the original intention of the parties is not defeated, that provision may be served or its meaning or effect restricted and the remaining provisions of this clause or the restricted meaning or effect shall remain in full force and effect.

7. In order that we may fulfil our obligations pursuant to any contract created by acceptance of the quotation, you agree to grant to us unrestricted access to your site if required by us.

8. Copyright - All drawings and any data issued by us for the purpose of this Quotation/Order Confirmation/Tax Invoice are made and remain our property and comprise confidential information which you shall not have any right or license to use without our express written consent.

9. Liability - Our liability for breach of a condition of warranty implied into our contract by the Trade Practices Act 1974, other than a condition implied by Section 69, is limited to: -

(a) In the case of goods, any one of the following as determined by us: -

The replacement of goods or the supply of equivalent goods or the repair of goods or the payment of the cost of replacing the goods or requiring equivalent goods or the payment of the cost of having the goods repaired.

(b) In the case of services, any one of the following as determined by us: -

The supplying of services or the payment of the cost of having the services supplied again.

10. Protection of Goods - Upon delivery of the goods risk in the goods shall pass to you.

11 Reimbursement for Delay - If for any reason delivery of the goods is delayed by you or other trades, you shall reimburse or make good any loss or damage sustained by us in respect of any additional handling, storage, insurance, or other reasonably incurred charges.

12 Trading Hours - Prices quoted for deliveries or on-site work are based upon the delivery or work being done between Monday - Friday 8.00am - 4.00pm. Any exception to this will be specifically noted overleaf. Although all efforts are made to meet clients requested delivery date/time – Commercial Images (Aust) Pty Ltd cannot guarantee same.

13. Product Design and Construction. Commercial Images (Aust) P/L's policy is one of continuous improvement and therefore the right is reserved to make changes in design specification and product construction at any time, without prior notice and also to discontinue products.

Commercial Images (Aust) Pty Ltd advises the following conditions relating to product manufactured consisting veneer/laminate/fabric or leather.

a) Being a natural product, each production run of veneer panel/solid timber(solids may vary in colour to same species of veneer due to being denser) and leather hides carries it's own unique variations in grain and colour – and as such Commercial Images cannot guarantee same.

b) Fabric, Laminate and Melamine colours may change between dye lots and although care is taken to ensure a similar colour to samples – this may be out of Commercial Images (Aust) P/L control