

TERMS AND CONDITIONS OF SALE

1. Interpretation

1.1 The following are definitions used in this agreement:

"Company" means Conero Trading Company Pty Ltd – trading name Made in Italy

"Customer" means the purchaser of Goods from the Company.

"Goods" means all goods sold and/or delivered by the Company to the Customer.

"Terms" means these terms and conditions of sale.

2. Application

2.1 These Terms apply to all contracts for the sale of Goods by the Company.

2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.

2.3 The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms.

3. Prices

3.1 Prices are determined at the time of order and are fixed at the time of payment of the deposit.

4. Payment

4.1 Payments are to be made to the Company without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.

4.2 A confirmation deposit of 10% of the project value (not less than \$1,500) must be paid after the initial free consultation. This deposit is deductible from the final purchasing price of the items.

4.3 A deposit of 50% of the contract price must be paid when placing an order.

4.4 Deposit (4.2 and 4.3) is non refundable

4.5 The balance of the invoice price must be paid in full 5 working days before delivery.

4.6 Interest is payable on all overdue accounts calculated on a daily basis at the rate of 1.5% per month as from the date due for payment until payment is received by the Company.

5. Customer's responsibilities

5.1 The Customer is responsible for providing The Company any relevant information for the project, including accurate floor plans, measurements and technical details.

5.2 The Customer is aware that any suspended cabinet provided by The Company will require a solid structure (brick or concrete walls or additional noggin) in order to install and properly hold the unit(s).

5.3 The Company does not provide any service of installation, but may, on request, provide a list of preferred installers. Therefore any installation service will have to be arranged by a direct agreement between the Customer and the installer(s).

5.4 Only if agreed in writing on the contract, the Company will act on behalf of the Customer and will pay a Third Party to provide the installation of the Goods. In that case:

5.4.1 The Customer must grant full access to the premises and assure the site and walls and flooring be properly prepared, safe and free from other materials and/or workers/tradesmen.

5.4.2 The Customer is aware that the full responsibility of the installation is solely on the Installer / Tradesmen, therefore the Company is not liable for their works.

6. Delivery

6.1 The Customer must, within 5 days of being notified of their availability, collect or accept delivery of the Goods and pay the balance of the invoice price.

6.2 If the Customer fails to collect the Goods or accept delivery within 21 days of being notified of their availability, the Company may terminate this contract, keep the deposit and resell the Goods.

6.3 In addition to clause 4.4, the Company reserves the right to charge the Customer storage on goods not collected or delivered within 5 days of notification of their availability.

6.4 The Company reserves the right to deliver the Goods in whole or in installments, as well as to deliver prior to the date for delivery and, in such event, the Customer must not refuse to take delivery of the Goods.

6.5 Any failure on the part of the Company to deliver installments within any specified time does not entitle the Customer to repudiate the contract with regard to the balance remaining undelivered.

6.6 The Customer is aware that the Goods will be imported to Australia directly from the Italian factories. If the Company specifies an Estimated Time of Arrival of Goods, this does not constitute an obligation. Unless agreed in writing that the Goods shall depart by a particular date, or arrive by a particular date, the Company accepts no responsibility for departure or arrival dates of the Goods. Stated delivery times are anyway approximate.

7. Title

7.1 Legal and beneficial ownership of the Goods will not pass to the Customer until such time as the Goods have been paid in full in cash or cleared funds.

8. Risk and Insurance

8.1 The Goods are entirely at the risk of the Customer from the moment of delivery to the Customer's point of delivery or on collection, even though title in the Goods has not passed to the Customer at that time.

8.2 The Customer must, at its own expense, maintain the Goods and insure them for the benefit of the Company against theft, breakdown, fire, water and other risks as from the moment of delivery to the Customer and until title in the Goods has passed to the Customer.

9. Inspection

9.1 Unless the Customer has inspected the Goods and given written notice to the Company within 2 days after collection or delivery that the Goods do not comply with the relevant specifications or descriptions, the Goods are deemed to have been accepted in good order and condition.

10. Cancellations

10.1 No order may be cancelled, modified or deferred without the prior written consent of the Company (which is at the Company's sole discretion). If such consent is given it is, at the Company's election, subject to the Company being reimbursed all losses, including loss of profits, and paid a cancellation fee (being not less than 20% of the invoice price of the Goods).

11. Limited Liability

11.1 These Terms do not affect the rights, entitlements and remedies conferred by the Trade Practices Act 1974.

11.2 The Company is not subject to, and the Customer releases the Company from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the Goods. The Customer acknowledges that the Company is not:

(a) responsible if the Goods do not comply with any applicable safety standard or similar regulation; and
(b) liable for any claim, damage or demand resulting from such non-compliance.

11.3 If any statutory provisions under the Trade Practices Act 1974 or any other statute apply to the contract between the Company and the Customer (Contract) then, to the extent to which the Company is entitled to do so, the Company's liability under the statutory provisions is limited, at the Company's option, to:

(a) replace or repair of the Goods or the supply of equivalent Goods within 6 months; or
(b) pay the cost of replacing or repairing the Goods or of acquiring equivalent goods;

and in either case, the Company will not have any liability for any consequential loss or damage or other direct or indirect loss or damage.

11.4 The Company shall not be liable for any damage depending on wrong details (such as floor plans, measurements, technical details) provided by the Customer (5.1 - 5.2).

11.5 The Company shall not be liable for any service provided by the installer (carpenters, electricians, plumbers, stone masons, etc), even when suggested by the Company or included in the list of preferred ones or paid directly by The Company (5.3 - 5.4)

12. Warranty

12.1 All Goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer, unless otherwise specified in written by the Company.

12.2 The Customer must follow the maintenance instructions provided by the manufacturer in the manual attached to the items and/or on the manufacturer's website

12.3 On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of the defect. The Customer must not carry out any remedial work to the alleged defective Goods without first obtaining the written consent of the Company to do so.

12.4 The provisions of any act or law (including but not limited to the Trade Practices Act 1974) implying terms, conditions and warranties, or any other terms, conditions and warranties which might otherwise apply to or arise out of the Contract are hereby expressly negative and excluded to the full extent permitted by law.

12.5 The Customer expressly acknowledges and agrees that it has not relied upon, and the Company is not liable for any advice given by the Company, its employees, agents or representatives in relation to the suitability for any purpose of the Goods.

12.6 The Customer expressly acknowledges and agrees that The Company is not liable for any warranty related to installation and/or works, even when provided by workers paid by The Company on behalf of the Customer as per the above points 5.4 and 11.5

13. Display and Samples

13.1 Any display product or sample inspected by the Customer is solely for the Customer's convenience and does not constitute a sale by sample.

14. Contract

14.1 The terms of the Contract are wholly contained in these Terms and any other writing signed by both parties. The Contract is deemed to have been made at the Company's place of business where an order was placed and any cause of action is deemed to have arisen there.

14.2 By signing the Contract, the Customer orders the list of Goods and approves the Project provided by the Company. Modifications and/or cancellations are ruled by the clause 9.1 of this document.

15. Force Majeure

15.1 The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, natural disasters, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident, theft or any cause which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

16. Waiver of Breach

16.1 No failure by the Company to insist on strict performance of any of these Terms is a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Customer.

17. No Assignment

17.1 Neither the Contract, nor any rights under the Contract may be assigned by the Customer without the prior written consent of the Company, which is at the Company's absolute discretion.

18. Severability

18.1 If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

19. Governing Law

19.1 These Terms and the Contract shall be governed by the law of Victoria and the parties submit to the courts of Victoria in respect of any dispute arising.

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