

CD LUXE INTERIOR PTY LTD.

***General Terms & conditions***



CDLUXE INTERIOR

## GENERAL TERMS & CONDITIONS

### Product Terms

- Specification of products, and assembly instruction (if any) are directly from and by the Brand product producer. Consult the Brand producer's instruction, available in our store, before purchasing.
- Specification of products on the website are subject to change without notice.
- Dimensions are approximate only and are subject to variation.
- Actual product colors may vary, due to different device screen settings or the lighting in the installation of your location. Devices are not calibrated equally and color reproduction on the Internet is not precise. Choose carefully with this in mind before purchasing.
- You acknowledge that high-end furniture is made of premium and live materials (such as wood, leather, marble...) which are therefore subject to light variation in physical conditions, depending on the installation of your location.

### Pricing Terms

- Products are quoted exclusive of GST
- Unless otherwise specified in the Purchase Order, the delivery cost is determined as follows:
  - If the total value of your confirmed Purchase Order is from AUD 10,000 and above: Your order payable to us does include delivery within Brisbane and the surrounding maximum distance of 100km from Brisbane CBD, and in normal road transportation conditions by vans or cars. However, surcharge may apply according to the conditions of your delivery location which may require intervention of specific equipment or out-of-working hour delivery time. In such a case the surcharge is agreed upon.
  - For delivery with longer distance, for other transportation conditions than by vans or cars, the delivery cost can be quoted upon request.
  - If the total value of your confirmed Purchase Order is less than AUD 10,000, you can choose either collecting the products by your own care or using delivery service; the delivery cost can be quoted upon request.
  - Our price is subject to modification without advanced notice unless formally confirmed by a purchased order and customers have made deposit. We reserve the right to decline any orders that have been placed but contain errors.

### Payment Terms and Conditions

- We currently accept payment by Visa, MasterCard, American Express, and bank transfer to our account for orders placed instore. Personal or company cheques are not accepted. American Express card payment will have a 1.9 % surcharge applied to cover costs the bank charges.
  - Bank Name: NAB
  - BSB: 084-034
  - Account number: 74-885-2684
  - Account Name: CD Luxe Interior Pty Ltd.
- You authorize us to debit the amount that is payable in respect of an accepted order from you in accordance with your nominated payment method. Your nominated payment method may trigger fraud prevention protocols. In the event that this occurs, we may contact you to confirm additional details, or cancel the transaction.
- To the extent permitted by law, we exclude all liability for any loss or damage suffered or incurred by you (whether directly or indirectly) where a payment card is used fraudulently or in an unauthorized manner.
- You are required to pay a deposit of at least 50% of the total value of your purchase order, at the time of purchase order confirmation, either in store or online, and the outstanding balance on your purchase must be fully paid at least 48h prior to the delivery day.

### Order Variation and Cancellation

- Orders may be varied or cancelled within 2 days from the date of order confirmation and minimum 48h before the delivery day. A cancellation fee of \$100 will apply.
- Orders may not be varied after 2 days from the date of order confirmation.
- Cancellation of order beyond the 2nd day from the date of order confirmation will forfeit all deposit monies paid.

### Conditions of Sale and Warranty Information

#### Delivery

- It is important that someone is at home to receive delivery of your purchase on the designated day. No specific time of delivery can be provided. A four-hour time frame will be advised but cannot be guaranteed.
- It is important that normal access conditions by road transportation is available to deliver the goods you have purchased. In cases where the goods need to be disassembled additional charges may apply.
- Once arrangement for a delivery day is confirmed, there will be a re-delivery charge if no person is at the delivery address on the day of delivery or the delivery is cancelled by the customer on the day of delivery. Re-delivery outside the relevant metropolitan area will incur higher redelivery fees (quoted on request).
- When receiving goods, please inspect thoroughly before signing "Received in good order" as otherwise any claims for scratches, marks, dents, or other visible damage will not be accepted.
- If you fail to collect or take delivery of goods after 30 days from the date of contact by our logistics service provider, we will treat this as a request by you to cancel the Purchase Order and you will forfeit all deposit monies paid.
- All quoted delivery period on order is only approximate and delays of up to 6 (six) weeks beyond the quoted delivery period may occur.
- We reserve the right to decline the delivery if the conditions are not appropriate to ensure the safety of the products and of our delivery team.

#### Collection of Goods

The following applies if you choose to collect or arrange your own collection and delivery of the goods:

- We will not accept claims for scratches, indentations, marks, missing color, or any other visible damage once you have collected the goods from our store or warehouse. It is important that you inspect the goods thoroughly before taking the goods and signing that the goods were received in good order.
- You must contact us 48 hours prior to pick up and make an appointment. The contact details are on the front of this Purchase Order
- Payment must be made in full at least 48 hours prior to collection of goods.
- In order to collect goods an original and duly signed-off Purchase Order & Payment Receipt must be presented.
- Our health and safety policies prohibit our staff from lifting or moving furniture outside our warehouse. Please make sure you have sufficient help to carry and load furniture from our warehouse to your vehicle.

### Consumer Guarantees

- Our Company provides the original purchaser of this product a guarantee against defects in workmanship and materials as well as guarantees that cannot be excluded under the Australian Consumer Law. The guarantee period will vary on product components and are according to the original Products Brand producer's policies. It is important to note the warranty commences from the date of your original Tax Invoice.
- You are entitled to a replacement or refund for a major failure. 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. Full details of your consumer rights may be found at [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au).
- If, during the warranty period, a defect caused by faulty workmanship or materials appears, CD Luxe Interior Pty Ltd. or a designated third-party appointed by us, may perform an in-home inspection to determine if a manufacturing fault exists.

### Our Warranty

Our warranties against defects and remedies under these warranties are in addition to other rights and remedies of the purchaser under the Australian Consumer Law. Should your product be defective, you may choose to make a claim under the Australian Consumer Law or the CD Luxe Warranty Against Defects.

### Warranty Periods

- Unless otherwise specified in writing by the Purchase Order, we warrant that:
  - The frame used in lounge is guaranteed against failure due to a manufacturing defect for 12 months from the date of Tax invoice.
  - The lighting is guaranteed against failure due to a manufacturing defect for a period of 12 months from date of Tax invoice.
  - All components of your product other than the above (including leather, fabric, lacquered and other timber finishes, chrome and metal, glass and marble, ...) are guaranteed against failure due to a manufacturing defect for a period of 12 months from date of delivery.
  - If a product is replaced during the Warranty Period, the guarantee period for the replacement product expires on the same date as the Original Tax Invoice Date.
  - To be entitled to claim under our warranty against defects, the defect in the part or product must appear within the relevant time period set out in items above.

### Exclusions (subject to the Australian Consumer Law)

- To the maximum extent permitted by law, and subject to the Australian Consumer Law, CD Luxe Interior Pty Ltd. is not liable, whether in contract, tort (including negligence), under any statute or otherwise, for or in respect of:
- normal wear and tear (refer to our Guidance Caring for Your Furniture). In this regard, please note that the following may occur as a result of natural and normal usage:
    - leathers and fabrics will fade and crease.
    - foam and fillings will soften and form the shape of the user over time
    - depending on the covering and the degree of use, the covering materials, cushion fillings and suspension may need to be replaced periodically at the purchaser's expense.
    - scars, marks and differing pore density and color are natural characteristics of leather;
    - the leather and fabric products are upholstered by hand and therefore, the size and weight of these products may have minor variations from the sample / showroom exposed products, or from any product specifications you have been quoted.
  - damage caused by spills such as acid, solvents, dyes or other corrosive materials, ink, paint, or bodily fluids.
  - damage caused by improper cleaning, negligence, treatment of the product with chemicals, exposing the product to the sun, extreme heat or bright light such as lamps, or otherwise caused by your acts and/or omissions; or
  - the cost of transporting the Product to and/or from the specified place of repair or replacement.
  - The warranty against defects is not transferable. It is limited to the original purchaser specified in the original Purchase Order. The warranty against defects only applies to products that are used for normal domestic purposes and excludes products used for commercial purposes.

### How to claim a warranty against defects

- To claim under these warranties against defect, the Purchaser:
- must cease using the product immediately after the defect appears; and,
  - notify CD Luxe Interior Pty Ltd. within 3 days after the defect appears, and
  - provide CD Luxe Interior Pty Ltd. a copy of the original Purchase Order or tax invoice
  - To make a claim, you can call or write us at:
    - CD Luxe address: 1/275 Wickham street, Fortitude Valley, QLD 4006
    - Email: [operation.director@cdlux.com.au](mailto:operation.director@cdlux.com.au)
    - Phone: +61732524707
  - Once a claim has been registered, we will assess your claim, and respond within 10 business days.
  - The Purchaser must bear the expense of making the claim, and the cost of all freight, house calls, labors and other items.

### Remedies for warranty against defects

- CD Luxe Interior Pty Ltd. goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement, refund for a major failure. You are 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.
- Major Failure**
- For goods, there is a "major failure" to comply with a consumer guarantee when:
- you would not have purchased the product if you had known about the problem; or
  - the product is significantly different from the description, sample or demonstration model you were shown; or
  - the product is substantially unfitted for its normal purpose and cannot easily be made fit within a reasonable time; or
  - the product is unsafe.
- If there is a "major failure" of our product, you can choose to:
- return the goods to us and ask for a refund, or
  - return the goods to us and ask for a replacement; or
  - keep the goods and ask us for compensation for the difference in value from either the supplier or the manufacturer.
- Minor Failure**
- A "minor failure" is something that is not a "major failure". It can be fixed in a reasonable period of time. If your product purchased from CD Luxe Pty Ltd. is subject to a "minor failure", our company can choose to repair the product at no cost to you or replace it.
  - If CD Luxe Pty Ltd. fails to give you a free repair within a reasonable time or cannot fix your problem, you can ask for a replacement.

The guarantees under the Australian Consumer Law are in addition to any warranty against defects you are given. Should your product be defective, you may choose to make a claim under Australian Consumer Law or the CD Luxe Pty Ltd. Warranty Against Defects policies.

To the maximum extent permitted by law, unless expressly set out in these warranties against defect, and subject to any condition, warranty or right granted or implied under the Australian Consumer Law or any other law which cannot by law be excluded by agreement, CD Luxe Interior Pty Ltd. has no liability to the purchaser under the warranty against defects (other than repair or replacement of the defective part or product), whether in contract, in tort (including negligence), under any statute or otherwise, for any loss or damage of any kind suffered by you or any other person in connection with the goods including, but not limited to, indirect and consequential loss.

### Right to Cancel this Purchase Order

- CD Luxe Interior Pty Ltd. imports goods from overseas suppliers which, in rare cases, may not supply the goods you have ordered. If this or an 'act of god' or nature or other event outside our control prevents us from providing your goods, we may cancel your order and refund your deposit without any liability to you whatsoever.
- If a Force Majeure Event occurs, our company may be prevented, hindered or delayed in or from performing its obligations. If this is the case, CD Luxe Interior Pty Ltd. will not be liable for non-performance of its obligations (other than an obligation to refund your deposit) to the extent that its performance is impacted by the Force Majeure Event.
- Force Majeure Event means any circumstance or event which is beyond the reasonable control of a party, including any act of God, riot, war, civil unrest, flood, epidemic or pandemic, earthquake, fire, lightning, storm, or similar event.

### General

- Title in any goods passes to you on receipt by us of payment in full and risk passes to you on delivery or collection of the goods from our stores or warehouse.
- In the event of any conflict between these terms and those which may be included in, or implied by, any document forming part of a purchaser enquiry, specification, order or contract, then these terms shall prevail.
- Subject to our privacy policy, we will use any personal information provided by you to enable us to process your purchase and communicate with you about our products. Please advise us if you do not wish to be contacted by CD Luxe Interior Pty Ltd. In this way
- We will use reasonable endeavors to provide delivery of the goods in accordance with the dates booked. In no event will we be liable to you for any delay in the delivery of the goods and any such delay does not entitle you to terminate this agreement.
- This document shall be construed in accordance with and governed by the laws of Australia.

### Exceptions to Guarantees

Consumer guarantees do not apply if you:

- received what you asked for but simply changed your mind, found it cheaper somewhere else, decided you did not like the purchase or had no use for it;
- misused a product in any way that caused the problem; or
- knew of, or were made aware of, the faults before you bought the product.



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