

## FURNLINK TERMS AND CONDITIONS OF SALE

### Definitions:

1. In these terms and conditions agreement means any agreement or contract entered into for the provision of goods and/or services by Furnlink to the customer
2. 'Furnlink' means Trendline Pty Ltd ATF R & S Rowland Family Trust T/As Furnlink. The 'Customer' means any person, firm or corporation requiring goods or services from Furnlink. 'Goods' means goods supplied from Furnlink to the customer or purchaser. 'GST' means the goods and services tax. 'Terms' means these Terms and Conditions of Sale.

### Basis of Agreement:

3. No amendment, alteration, waiver or cancellation of any of these terms is binding on Furnlink unless otherwise agreed by Furnlink in writing.
4. By trading with and purchasing from Furnlink, the customer accepts Furnlink's Terms and Conditions of Sale
5. Any written quotation by Furnlink to any of its customers concerning supply is:
  - Valid for 14 days only unless otherwise specified in the quote
  - Subject to the customer offering to enter into an agreement in accordance with these terms. Any Furnlink quotation accepted by the customer, Furnlink deems these terms and conditions as accepted by the customer.
6. Furnlink accepts no responsibility or liability for consequential or incidental damages arising from or connected with the use of, or the performance of the product, or other direct or indirect damages relating to product/s supplied for the wrong application. Furnlink has the right to deem product/s unsuitable for a particular venue/environment.
7. Furnlink have the right to cancel any order and reallocate the items back into stock after 7 days.

### Pricing:

8. All prices (including freight prices) quoted in Australian dollars, are excluding GST and GST will be added to the sale amount at the time of invoicing.
9. Minimum invoice value of \$200.00 +GST applies to all orders, otherwise current handling fee 'Small Order Surcharge' of \$20.00 +GST will apply.
10. Furnlink makes all efforts to ensure all customers have been supplied with the current pricelist, however it remains the customer's responsibility to ensure the pricelist the customer has is the current pricelist.

### Payment:

11. Payment must be made in full before dispatch of the goods, unless the customer has an approved account with Furnlink.
12. For orders that require a deposit to process (e.g. indent, imported to order or custom furniture orders). A minimum 30% non-refundable deposit applies at the time of order to both pre-paid and account customers.
13. Any payment made will not be deemed as received until the funds are cleared. This may take 24 – 48 hours from when the payment is made or if the payment is made by cheque, from when the cheque is banked.
14. Payment terms may be revoked or amended at the sole discretion of Furnlink by Furnlink at any point, by notifying the customer in writing.

### Passing of Property:

15. Until the full payment in cleared funds is received by Furnlink for the goods supplied or to be supplied by Furnlink, the title and property of the goods shall not pass to the customer.
16. In the event that the customer has goods supplied by Furnlink that the customer has not yet paid Furnlink in full for, the customer is operating outside of the customer's agreed trading terms with Furnlink and the goods still remain the title and property of Furnlink. Furnlink may without notice enter any premises where it suspects any such goods may be and remove the goods.

### Delivery Risk and Insurance:

17. If Furnlink is paying for the delivery of the goods, it is Furnlink's responsibility to ensure the goods arrive without damage. In the event that some or all the goods arrive to the customer damaged, the customer must submit photo proof to Furnlink of the damage within 3 business days of the delivery being signed for or delivered. Any missing items must also be reported within 3 business days of the delivery being signed for or delivered. The 3 business days from delivery excludes weekends and public holidays. Any claims made after this time period will not be recognized except at the discretion of Furnlink.
18. If Furnlink is not paying for the delivery of the goods, and the goods are dispatched using the customer's freight method or picked up by the customer or a third party arranged by the customer, Furnlink is in no way responsible for any freight damage or missing items.
19. Furnlink must be notified of any damage or missing items before the customer or a third party arranged by the customer to courier the goods picks the delivery up.

### Product Risk and Insurance:

20. Any risk in the goods and any responsibility to cover the goods by insurance in respect of theft, damage or otherwise passes to the customer upon the goods being delivered to the delivery address specified by the customer if Furnlink is paying for the delivery.
21. If Furnlink is not paying for the delivery, any risk in the goods and any responsibility to cover the goods by insurance in respect of theft, damage or otherwise passes to the customer upon dispatch from the warehouse or other place where the goods may be situated and the customer shall assume all risk and liability for loss, damage or injury to persons or properties of the customer or to third parties arising out of delivery of the goods or their use and possession.

### Delivery:

22. Furnlink shall provide the estimated date/s of delivery and will not be held responsible in the event that the estimated date cannot be maintained. Furnlink will to the best of its ability liaise with the freight company to ensure the earliest possible delivery. Furnlink is not to be held responsible for any loss of profits or expenses incurred occasioned to the customer or the customer's customer resulting from delayed or non-delivery. All delivery dates and times are estimates only.
23. Delivery by Furnlink's preferred freight carriers will be to a commercial or business address (Furnlink uses commercial couriers that are unable to deliver to a private residence) on a ground floor level only and does not include placement, assembly or installation.
24. For larger deliveries (6 items or more) if the customer's specified delivery point does not have a forklift available for unloading, or sufficient hands to help with a hand unload, Furnlink should be notified prior to dispatch that a tailgate loader will be required for delivery. This will incur an extra charge. In the event that Furnlink is not notified of this prior to dispatch, the customer will be charged the re-delivery fee and also the tailgate loader fee.
25. Furnlink is only responsible for freight shipped on our account.

### Inspection and Return of Goods:

26. Unless the customer has inspected the goods and given written notice and photo proof to Furnlink within 3 business days of delivery that the goods do not comply with the relevant specifications or descriptions, the goods shall be deemed to have been accepted in good order and condition and no claim for credit, non-delivery or repair of goods shall be accepted.
27. In the event that Furnlink accepts the return of goods for credit, such credit will endure for a maximum of 12 months from the date of the credit issue. Any such return will be liable to a re-stocking fee of no less than 15% of the invoice value of the goods returned.
28. In the event that Furnlink accepts the return of goods for credit, the customer is responsible for the cost/s of returning the goods to the warehouse of Furnlink. If the returned goods arrive to Furnlink damaged in transit back to Furnlink, no credit will be issued. It remains the customer's responsibility to pack the goods carefully to minimise the risk of freight damage, and it is at the customer's own risk to send the goods back using a third party freight company or Furnlink's preferred carrier. Furnlink will not be held responsible to credit any goods that are returned in a damaged or unsellable condition.
29. Furnlink will not accept returns due to goods being damaged during assembly or installation. Furnlink is not responsible for any costs of assembly or installation or responsible for any losses resulting from defective assembly or installation.

### Cancellation of Orders / Returns:

30. Furnlink must be notified within 7 days of the delivery date if a customer wishes to cancel or return an order. Outside this time period, Furnlink is under no obligation whatsoever to accept the cancellation or return.
31. The goods must be returned in original packaging and arrive in a new and undamaged condition. If the goods are returned to Furnlink in a damaged condition, no credit will be applied to the customer's account.
32. All costs associated with the return of the goods or re-direction costs for freight will be at the customer's expense and the costs forwarded to the customer for immediate payment. A re-stocking Fee of 15% will also apply to the order, charged to the customer according to the invoice value of the returned goods. The remaining amount will be credited to the customer. The customer will not receive any credit if the goods return to Furnlink damaged in transit or in an unsellable condition.
33. For orders that require a deposit to process (indent, imported to order or custom furniture orders), the deposit money is not refundable at any point, due to the fact that for these orders Furnlink is required to outlay funds to order in the indent or custom goods.

### Product Warranties:

34. Subject to the limitations set out below Furnlink will warrant each individual product (good/s) sold against faulty material and/or workmanship for a period of two years (24 months) from the date of delivery of the product to your premises. Further we maintain a strong interest in both our products and our Customers which does not expire at a fixed date.
35. Should a failure occur and a complaint or claim arise, the warranty claim form (<http://www.furnlink.com.au/warranty-claim-form>) must be filled out and submitted within 7 days of the defect occurring or within 3 days of damaged/defective goods being delivered. All fields on the claim form must be completed in detail. Video and/or CCTV footage of the failure/incident must be provided if requested by Furnlink. The claim requiring replacement under warranty will be undertaken at the supplier's discretion where furniture, fixtures and seating are returned for inspection to Furnlink Head Office. The customer is responsible for the cost/s of returning the good/s to Furnlink.
36. The above warranty does not apply to damage or failure which in the reasonable judgement of Furnlink is included in, but not excluded by the following – Limitations:
  - a. Normal wear and tear
  - b. Any damage caused by misuse, misapplication, negligence, alteration or accident beyond normal wear and tear.
  - c. Damage caused by rocking back on chairs/stools (all legs must have contact with the ground at all times) and sitting/standing on tables.
  - d. Damage caused by incorrect stacking and/or placement in storage.
  - e. Damage caused by over-length fixing screws
  - f. Damage caused by faulty workmanship or materials not supplied by Furnlink
  - g. Damaged caused by excessive or prolonged exposure to extreme heat or cold
  - h. Damage caused by extreme weather conditions or acts of God.
  - i. Damage caused by lack of maintenance (e.g. regular washing in humid or coastal areas with high corrosion risk)
  - j. Damage caused by acidic or powerful cleaning substances or methods
  - k. Corrosion to chrome plated goods used in high corrosion areas such as extreme coastal or outdoor areas
  - l. Damage including chipping or wearing, especially on timber goods or goods vulnerable by nature
  - m. Any damage incurred to products of an indoor nature being used outdoors (including outdoor covered areas).
  - n. Any damage incurred to products being used on uneven, unlevel or unsuitable surfaces (e.g. dirt, grass, sand, pavers, tiles, slopes, floorboards, soft carpet etc.).
  - o. Acknowledgment that plastic, powder coated and painted finished products may fade over time subject to exposure and variations in the environmental conditions.
37. Furnlink accepts no responsibility or liability for consequential or incidental damages arising from or connected with the use of, or the performance of the product, or other direct or indirect damages relating to loss of property, revenues or profit.
38. Modifying or misusing a product will immediately void warranty.
39. No other person is authorized to offer any other warranty on behalf of Furnlink.
40. If Furnlink is required to send replacement products, Furnlink will only send to the original delivery destination, not to any on forwarded destinations or destinations outside of Australia.
41. Furnlink does not offer an installation service and is not responsible for any costs relating to the assembly and/or installation of any replacement products.
42. Discontinued, run-out and clearance stock items do not have a warranty unless stated on the invoice at the time of sale.
43. Furnlink can only warrant freight shipped on our account.

### Non-supply:

44. If for any reason Furnlink decides not to or it can't supply the customer the goods ordered, Furnlink will notify the customer. Non-supply would usually be a result of A) goods ordered are not in stock and cannot be supplied by the required by date; or B) the product (good/s) have been discontinued from Furnlink's range.

### Repeat Orders:

45. Variations in fabric die lots, timber grain, shade and/or colour of goods supplied particularly where goods supplied are of a timber nature, shall not be regarded as a fault and no claims will be recognized by Furnlink.

### Product Dimensions:

46. All dimensions advertised are indicative only, and if exact measurements are required for a particular reason, this should be specified in the customer's purchase order.

### Sending orders directly to the end user on behalf of the Customer:

47. If the customer requires Furnlink to send goods directly to the customer's customer, the customer (buyer) must ensure the following prior to Furnlink dispatching the goods.
  - a. The receiver is a commercial or business address (Furnlink uses commercial couriers and are unable to deliver to a private residence).
  - b. The receiver is open from 9am to 5pm weekdays and notified Furnlink if this is not the case.
  - c. For any large deliveries requiring a pallet, that there is a forklift available to unload the delivery at the receiving site. If there is no Forklift on site a 'Tailgate Unload' is required at an extra cost.
  - d. If the delivery requires a tailgate loader, this service is not included in our 'Free Delivery' or standard freight quotes, and you will need to contact us for a quote for this service prior to the goods being dispatched.
  - e. The customer understands that the delivery date is an Estimated Time of Arrival only (ETA) and not a guaranteed delivery date and the receiver is aware of this. Furnlink does not guarantee transit times.
  - f. The customer understands that Furnlink is not responsible for and does not take responsibility for any delivery delays or problems once the goods have been dispatched from Furnlink's warehouse, however Furnlink will help to sort out any problems as quickly as possible.
  - g. The customer understands that any address redirections or changes made after the goods have been dispatched will incur extra charges.
  - h. The customer understands that Furnlink will not deal directly with the customer's customer (the receiver) if a problem with the delivery or order arises.
  - i. The receiver understands that any damaged or missing items from the delivery must be reported to Furnlink in writing and with photo proof within 3 business days of the delivery being received. Any claims made after this time period will not be recognized.

*If you have any questions regarding the above terms & conditions,  
please call our friendly team on 1300 850 904  
or email us at [sales@furnlink.com.au](mailto:sales@furnlink.com.au).*

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