

## **TERMS AND CONDITIONS OF SALE**

### **INTERPRETATION**

1. 1.1 In These conditions:
  - 1.1.1 "The Company" means DesignLite P/L, ABN
  - 1.1.2 "The Customer" means the purchaser of any goods from the company
  - 1.1.3 "Effective date" means 1<sup>st</sup> February 2012
  - 1.1.4 "The Goods" means any product purchased by the Customer from the Company from time to time
  - 1.1.5 "The Contract" means the contract for the sale and purchase of the goods evidenced by acceptance of any order from the Customer by the Company.
- 1.2 Nothing in these Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any conditions, warranty, guarantee, right or remedy implied by law (including the Competition & consumer Act 2010) except to the extent permitted by law.

### **APPLICATION**

2. 2.1 These Conditions shall apply to all goods supplied by the Company from and after the Effective Date and the Customer shall be deemed to have read and agreed to these Conditions prior to the placing of any order for the goods.
- 2.2 These Conditions shall prevail over all inconsistent Conditions of the Customer's order, unless the Company expressly agrees otherwise in writing.
- 2.3 The Company reserves the right to vary, add or substitute these conditions from time to time, and any such changes to these Conditions shall have effect from the date of publication of such changes to its Customers.
- 2.4 No promise, representation or undertaking in relation to these Conditions shall bind the Company unless the Company expressly agrees in writing.

### **SHORTAGE AND TRANSIT DAMAGE , etc**

- 3 The Customer waives any claim for shortage of any Goods delivered, for any damage caused to the Goods while in transit to the Customer or failure to supply Goods conforming to the Customer's order if a claim in respect thereof has not been lodged with the Company within seven (7) days from the date of receipt of the Goods by the Customer.

### **WARRANTY**

- 4 The Company warrants the product supplied by DesignLite will be free of manufacturing defects and will perform to Designlite specifications subject to the following terms and conditions
  - 4.1 Extent of Warranty

This warranty extends only to the owner of the property in which the product is installed ("Owner") for the duration of the Warranty Period.
  - 4.2 Warranty Period

This warranty commences on the date of purchase of the goods and continues for the benefit of the owner for a period of one (1) year from the date that ("Warranty Period")  
Any extension or variation to this Warranty Period requires The Company approval in writing by an authorized Company officer.
  - 4.3 Nature and Ambit of Warranty

If within the Warranty Period either a manufacturing defect is discovered in the goods or the goods fails to perform to Designlite specifications as a result of some defect in materials or workmanship on DesignLite's part ("Defect") then Designlite will, at its option, either repair the goods at no cost to the Owner or supply replacement goods on an F.I.S. basis.
  - 4.4 Warranty Limitations
    - (a) This warranty will not apply and DesignLite will be under no liability whatsoever if the goods
      - (1) Has not been installed by a qualified tradesperson: or
      - (2) Has been subject to misuse, neglect, negligence or accident: or
      - (3) Has been operated in any way contrary to any operating or maintenance instruction: or
      - (4) Has been improperly handled, installed or maintained: or
      - (5) Has been altered or modified.
    - (b) To the extent that the law permits or allows DesignLite to exclude or limit its liability, DesignLite under this warranty
      - (1) Accepts no responsibility for loss or damage (including consequential or special loss or damage) howsoever caused (whether by negligence or otherwise) which may be suffered or incurred or arise directly or indirectly in respect of any defect: and
      - (2) Where warranties or conditions are implied by law, limits its liability to repair or replacement of the goods.
    - (c) To the extent that the law permits or allows DesignLite to exclude or limit its liability:
      - (1) DesignLite's undertaking in paragraph3 is the sole extent of DesignLite's liability in respect of any Defect in a good(s): and
      - (2) Except as expressly provided in this warranty, all items, conditions, warranties, undertakings, inducements, and representations, whether express or implied, statutory or otherwise, are excluded

- 4.5 The Company shall not be liable for and the owner releases the company from any claims in respect of faulty or defective design of goods supplied unless the responsibility for any claim has been specifically accepted by the Company in writing. In any event the Company's liability hereunder shall be strictly limited to the replacement of defective parts in accordance with these conditions.
- 4.6 Subject to these conditions, all express and implied warranties, guarantees and Conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship otherwise are hereby expressly excluded and the Company shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of the Company's negligence or in any way whatsoever.

**Warranty reference** - The warranty reference date commences from the date of purchase.

**Warranty point of contact** – Designlite P/L. 1/19 Macquaire Drive, Thomastown, Vic 3074. Phone +61 0394646642, email [info@designlite.com.au](mailto:info@designlite.com.au)

**Warranty claim procedure** – For the purpose of making a claim the customer must:

1. Contact the "point of contact" above and upon provision of proof of purchase the customer will receive a goods return advice (GRA) number.
2. At the customer's expense, collect and return the goods to the "point of contact" with the issued GRA number.
3. Upon receipt of the goods, Designlite P/L will review the claim and if found to be accepted, Designlite P/L will return a replacement product to the customer to install at the customer's expense. Alternatively if the claim is rejected, the customer may request the return of the goods at their expense. **Consumer Contracts** - The benefits to the customer given by the Designlite P/L warranty are in addition to other rights and remedies of the customer if the goods are the subject of a Consumer Contract under the Australian Consumer Law. In that event the following statement is required to be brought to the Consumer's attention:-

***"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. 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"***

## **LAMPS & LIGHT SOURCES**

- 5 5.1 All lamps and light source lives published are average rated and some early (5%) failure and longer lives will occur.

## **SPECIFICATION, DRAWING, ETC**

- 6 6.1 All specifications, drawings, data and particulars regarding the Goods stated by the Company are approximate only and any deviation shall not form rounds for any claim against the Company. The descriptions, illustrations and performance contained in catalogues, price lists and other advertising matter do not form part of the Contract.

## **PERFORMANCE**

- 7 7.1 Any performance figures given by the Company in relation to the Goods are estimates only. The Company shall be under no liability to the Customer for failure to attain such figures unless the performance of the Goods is specifically guaranteed in writing and any such written guarantee shall be subject to recognised manufacturing variations and tolerances applicable to the Goods.

## **TITLE TO GOODS**

- 8 8.1 The legal and equitable title to and property in the Goods will not pass until the Customer has paid all monies owed to the Company on any account whatsoever. Payment shall not be taken to occur until all cheques tendered in discharge of sums owing to the Company have been presented and cleared in full.
- 8.2 The Company reserves the right to enter upon any premise for the purpose of repossessing the Goods and without prejudice to any Others rights of recovery available.

## **RETURN OF GOODS**

- 9 9.1 The Company shall not be bound to accept Goods returned by the Customer.
- 9.2 The return of Goods specifically manufactured to the Customer's order will not be accepted under any circumstances.
- 9.3 For Goods to be returned, approval in the form of "Goods Return Authority" (GRA) issued by the Company must be given to the Customer.
- 9.4 A handling fee of thirty percent(30%) of the invoiced price of the Goods returned will be charged to the Customer.
- 9.5 All goods are to be returned at the Customer's expense to the nearest DesignLite store or its agent.

## **CANCELLATION OF ORDERS**

- 10 No order may be cancelled by the Customer except with the consent in writing of the Company and on the condition the Customer will indemnify the Company against all losses resulting from such cancellation.

## **DELIVERY OF GOODS**

- 11 11.1 Any delivery times advised by the Company are estimated only and the Company shall not be liable to the Customer or any other person for late delivery or non-delivery.
- 11.2 No delay in delivery or despatch of the Goods shall relieve the Customer of its obligations to accept or pay for the Goods.
- 11.3 The Company reserves the right to deliver by portion and delivery by portion shall not entitle the Customer to repudiate the Contract.
- 11.4 Delivery will be taken to have occurred when the Goods are off-loaded at the Customer's premises or (where Goods are collected from the Company) upon collection by the Customer or his agent.

## **RISK**

- 12 All Goods shall be at the risk of the Customer after delivery