

## 1 definitions and interpretation

in these terms and conditions unless the context otherwise requires:

- a. 'buyer' means the person named as the buyer in the sales invoice or quotation and includes their employees and associates
- b. 'grazia&co' means grazia and co pty ltd as trustee for the g materia family trust ABN: 28 143 314 589
- c. 'goods' means the items and any services provided by grazia&co to the buyer.
- d. 'quotation' means the form, tender or quotation submitted by grazia&co to the buyer which is subject to these terms and conditions.
- e. the expression 'person' includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.

## 2 quotations

- a. quotations are valid for (30) days or such other period as advised by grazia&co. a quotation is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise until the buyer's order has been accepted by grazia&co in writing.
- b. any special conditions specified as such on a quotation or sales invoice shall, to the extent that they are inconsistent with these terms and conditions take precedence over these terms and conditions.
- c. grazia&co shall not be bound by any condition attached to the buyer's order or acceptance of the quotation unless such conditions are expressly accepted by grazia&co in writing to the buyer.
- d. unless otherwise stated in writing by grazia&co, prices quoted exclude export or interstate wrapping and/ or packing, delivery, installation, insurance in transit, creating, handling charges, agents' charges and any other charges.
- e. any charge, duty, import or other expenditure which is not applicable at the date of quotation, but which is subsequently levied upon grazia&co in relation to the quotation as a result of the introduction of any legislation or government policy shall be charged to the buyer's account.
- f. photographs, drawings, images and dimensions and any other particulars accompanying, associated with or given in descriptive literature or a catalogue, approximate the goods offered but may be subject to alteration without notice.
- g. any performance data provided by grazia&co is an estimate only and should be construed accordingly.
- h. grazia&co reserves the right, without notice, to modify by up to 10%, the design and construction of each product within the 'grazia&co' range.
- i. by your acceptance of the grazia&co quote via quotient, purchase order, email or other, you are also accepting the grazia&co terms and conditions without amendment. this acceptance supersedes all previous agreements, discussions, communications, and correspondence with respect to the subject matter between the purchaser and grazia&co. the deposit payment is also accepted as agreeance of the grazia&co terms and conditions.

## 3 terms of payment

- a. written confirmation with a 50% deposit is required to secure the order and commence production.
- b. final payment shall be made within 7 days of notification that products are ready for collection or delivery.
- c. the customer agrees and acknowledges that all deliveries require invoice balance paid in full prior to despatch.
- d. payment shall only be recognised after any monies payable have been duly collected by grazia&co.
- e. failure to make payment within 30 days of notice of that product is ready for collection/dispatch will be deemed a buyer's cancellation in accordance with clause 6.

## 4 delivery

- a. upon acceptance of an order, grazia&co will confirm the period of shipment or delivery and must notify the buyer of any variation from the quoted period.
- b. a quoted delivery period is subject to the buyer complying with the final invoice payment being made at least 7 days prior.
- c. grazia&co may extend the delivery period if any variation is made.
- d. delivery times will be arranged with you once goods are ready for despatch. the freight charge covers a single delivery at ground level during normal weekday delivery hours. prior to delivery please provide us with full written details of any difficulty to access e.g. stairs, delivery dock, lift etc. we reserve the right to charge additional costs for unusual access not advised in writing.
- e. grazia&co will not accept any liability or responsibility for delays in the delivery of goods by third party carriers.

f. grazia&co will not accept any liability or responsibility for damage to pre or post assembled items in the delivery of goods by third party carriers.

g. if the goods are ready by the original requested date and the buyer is not ready to receive the goods or due to any act or omission causes delay to the delivery, then in addition to any other rights grazia&co may apply storage fees based on the cubic meterage of the goods.

h. if grazia&co attempts delivery of the goods and it is discovered that the delivery site is not ready for installation of the goods, or non-disclosed access constraints prevent delivery and grazia&co is required to return the goods back to its own premises and subsequently re-deliver the goods to the buyer, grazia&co shall be entitled to charge a reasonable fee to recover the additional transport and storage costs based on the cubic meterage of the goods

i. delivery shall be deemed to be made when the goods are delivered to the place specified in the quotation or purchase order.

j. grazia&co reserves the right to make part deliveries of any order and each part delivery shall constitute a separate sale of goods upon these terms and conditions and may be invoiced separately.

k. the buyer can request part deliveries at additional cost.

## **5 inspection and acceptance**

a. the buyer shall inspect and sign for all goods upon delivery. accepting the goods is an acceptance of the condition in which they are delivered. if the goods are damaged when delivered, the buyer must refuse goods.

b. upon accepting the goods, the risk in the goods shall pass to the buyer and the buyer accepts the responsibility for insurance from that time notwithstanding the buyer does not become the owner of the goods until payment in full.

c. the buyer shall within forty-eight hours of delivery give notice to grazia&co of any matter or thing in which the buyer alleges that the goods are not in accordance with the buyer's order.

d. failing such notice and to the extent permitted by statute, the goods and their condition shall be deemed to have been delivered and accepted by the buyer.

e. variations will occur in natural products such as stone, timber and leather. no guarantee can be given to exactly replicate the natural features of products displayed in our showroom or online.

## **6 buyer's cancellation**

all cancellations be they express or implied shall result in a forfeiture of deposit or if for any reason a deposit has not been received a cancellation fee equal to 50% of the cancelled order will apply and shall be immediately due.

## **7 title**

a. title of the goods and to each part thereof shall not be transferred to the buyer until the total purchase price and any other sums due to grazia&co under these terms and conditions, including any late payment charge payable hereunder has been duly paid.

b. unless or until such payment is made;

- the buyer will hold the goods and any monies received by the buyer in respect of the on sale or disposal of them (or if any part of the whole thereof has been damaged or destroyed, an insurance or other compensation monies received) on trust for grazia&co; and
- ii. the buyer shall store the goods or hold such monies in such manner as to show clearly that they are the property of grazia&co.
- iii. the buyer irrevocably authorises grazia & co at any time to enter onto any premises upon which grazia & co's goods or the Buyer's records pertaining to the goods are stored or held for grazia&co to: 1. inspect the goods; 2. to inspect and copy any records pertaining to the goods; and 3. if the buyer is in default under these terms and conditions, to reclaim the goods.

## **8 warranties**

a. grazia&co conducts warranty claims in accordance to australian consumer law.

b. warranty covers the original purchaser against defective workmanship where the structural integrity of the furniture item is not fit for purpose. grazia&co reserves the right to make any necessary variations to the product specifications and

product samples shown on its website or showroom to accommodate differences in the component materials used in the furniture item and grazia&co's manufacturing requirements, including differences in timber grain (both in type and direction), stain colours, upholstery fabric and leather, finishes on metal and stone elements and other details, including piping, stitching type and colour, handle positioning, hinges, glides, feet, swivel mechanisms, felt pads, fixings and foam. the buyer acknowledges that any such variations are not considered to be defects.

c. the warranty period commences when all goods have been delivered in accordance with these terms and conditions.

d. the warranty will be voided if the buyer fails to comply with the product care terms as set out in sections 16 below or any other special care conditions supplied with the goods at the time of purchase.

e. notification of a warranty claim needs to be in writing to [info@graziaandco.com.au](mailto:info@graziaandco.com.au) and accompanied with:

- photos of the alleged fault
- ii. supply of all contact numbers /details of the designer/ specifier; and
- iii. a copy of the tax receipt pertaining to the item.

f. on receipt of the claim we will assess if the item needs to be inspected by an appointed grazia and co representative on site or if the item is to be returned to grazia&co in melbourne, australia.

g. grazia&co reserves the right to either repair or replace the item if there is a fault or defect.

h. to the extent allowed by law any implied warranties including any warranty of merchantability or fitness for a particular purpose are limited.

i. to the extent allow by law. grazia&co shall not be liable for loss of time, inconvenience, commercial loss, incidental or consequential damages.

j. processing any repairs or replacement will be discussed with the client and put in writing as to an estimated production time that is fair and reasonable and will determined on a claim by claim basis.

k. warranty will be voided if a product has been disassembled, modified or repaired by a third party not approved by grazia&co.

l. warranty does not cover misuse or exposure to extreme environmental conditions including sunlight.

m. solid timber, timber veneer joinery and tables

- warranty period of 2 years for the structural integrity of the furniture under 'normal use'
- ii. natural materials like solid and veneer timbers can vary in colour, natural figuration and texture. these are not considered faults.
- iii. movement, joint separation, bowing as a result of fluctuations in temperature and any damage caused by direct sunlight are not warranted.
- iv. day to day use and wear and tear that can cause scratches, expansion, colour changes, chips, burns, splits are not warranted.
- v. painted and stained timber can chip. this is not warranted and considered as wear and tear through use of the item.

n. upholstered items

- warranty period of 7 years for the structural integrity of the furniture under 'normal use'
- ii. the warranty covers the timber and metal frames, the suspension and the foam integrity.
- iii. fabric and leather wear and tear are not warranted.
- iv. fabric and leather that has faded or broken down due to exposure to sunlight or extreme weather conditions is not warranted.
- v. care instructions and warranty claims of fabric to be addressed with the textile supplier or specifier.
- vi. It is the responsibility of the specifier and/or supplier that has selected and/or supplied a fabric or leather through 3rd party suppliers to ensure it is free of faults and fit for purpose and application.

o. metal furniture

- warranty period of 3 years for the structural integrity of the furniture under 'normal use'
- ii. chipping and scratches on powder coated metal due to wear and tear are not warranted
- iii. metal pieces that are not specific to outdoor use that are exposed to the elements are not warranted
- iv. raw metals oxidise and tarnish over time and are not considered faults of manufacturing
- p. natural stone, reconstituted stone materials, laminates, resin, glass, plastics and perspex
- are all materials sourced by external and independent suppliers that have unique and specific warranty details that can be obtained as required on request.
- ii. broken, missing or ceased attachments like levelling feet, rubber stoppers and felt pads are not warranted.

q. outdoor furniture

- warranty period of 1 years for the structural integrity of the furniture under 'normal use'
- ii. general wear and tear or changes in appearance and performance resulting from being exposed to the elements are not warranted.
- iii. fabric that fades or breakdown due to exposure to sunlight, UV or moisture are not warranted.

## 9 default of buyer

in the event that the buyer defaults any obligations under this agreement, then in addition to any other payment obligations at law or applicable hereunder the buyer agrees to

a. pays to grazia&co all costs and expenses including reasonable legal fees and costs incurred by grazia&co in exercising any of its rights and remedies; and

b. indemnifies grazia&co against all loss and damage suffered by grazia&co or its representatives in relation to the default.

## 10 copyright of design

a. all intellectual property rights in any:

- goods (including the design of the goods, drawings and photographs of the goods); and
- ii. materials (including drawings, designs, photographs, samples and specifications): provided by grazia&co to the buyer and/or the buyer's representative; published on the grazia&co website; and/or published on the social media channels maintained by grazia&co, remain the sole property of grazia&co ('grazia&co IP').

b. the buyer warrants that:

- It will not use, copy, reproduce or otherwise exploit (or authorise a third party to do any of those things): the grazia&co IP (including, among other things, seek to replicate or republish the grazia&co IP); or any designs, drawings and photographs of the goods (goods materials) (including, among other things, seek to replicate or republish the goods materials), without the express, written licence of grazia&co documented in a separate licence agreement between the parties; and
- ii. it will take all prudent steps, including maintaining effective security measures, to protect any and all grazia&co IP and goods materials provided to it directly by grazia&co from unauthorised use, copying or disclosure.

c. for the purposes of this clause 'intellectual property rights' means all present and future rights conferred in law in relation to any copyright, trademarks, designs patents, circuit layouts, business and domain names and inventions, throughout the world, whether or not registrable, registered or patentable.

## 11 work site conditions

a. access: the buyer undertakes to provide access to the site as necessary within good time.

b. grazia&co is to give reasonable notice of time of commencement on site.

c. grazia&co is to advise immediately of any problems with access to the site. d. if at its sole discretion grazia & co deem the site to be in anyway unsafe, grazia&co reserves the right to absolve from delivery and the provisions of this agreement in relation to delivery and title shall prevail.

## 12 force majeure

if, in the performance or observance of its obligations, equipment, epidemic or pandemic, or any other cause beyond reasonable control of observances to the extent of such prevention, restriction or affection.

## 13 personal property securities act 2009 ("PPSA")

a. in this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

b. upon assenting to these terms and conditions in writing, the buyer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all goods that have previously been supplied and that will be supplied in the future by grazia&co to the buyer.

c. the buyer undertakes to duly inform and update grazia&co of any change of circumstances relevant to the goods supplied.

d. grazia&co and the buyer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

e. the buyer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3) (d) and 132(4) of the PPSA.

f. unless otherwise agreed to in writing by grazia&co, the buyer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

g. the buyer must unconditionally ratify any actions taken by grazia&co in order to protect its interest and title in property.

h. subject to any express provisions to the contrary, nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

## 14 governing Law

these terms and conditions and any contract including them shall be governed by the law of the state of victoria.

## 15 return policy

a. grazia&co does not cover transport or freight costs incurred with the return of any items.

b. items specified for return must be itemised and submitted for grazia&co to approve the identity of the items.

c. grazia&co do not offer refunds for change of mind sales

d. refund, exchange or credit can be offered where goods are faulty, been wrongly described or different to what was ordered.

#### **16 product care - see care & maintenance for more**

a. grazia&co recommends the following product care to maintain your furniture to its optimum level:

- i. dusting furniture before cleaning.
- ii. soapy water for wiping surfaces.
- iii. no harsh chemicals (i.e. acetone).
- iv. a clean soft cotton cloth for wiping.
- v. protection from direct sunlight for long periods of time.
- vi. do not use wax products.
- vii. do not expose surfaces to excessive quantities of liquids or moisture which may absorb into the timber. this may result in movements of the timber, change in form, cracking or mould.
- viii. a small amount of natural movement of the timber is expected as it adapts to the conditions of your home, due to variations in humidity.
- ix. a separate warranty relative to the individual fabric can be obtained from the upholstery supplier.
- x. grazia&co recommends regularly vacuuming upholstery with soft brush attachments
- xi. leather products can be treated with conditioners and cleaners, ensuring strict accordance with cleaning manufacturer's instructions.

for international trading terms and conditions please contact **grazia&co**

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