

TERMS AND CONDITIONS OF SALE

1. Goods are not supplied on a sale or return basis. Subject to these terms and conditions, once we (i.e. Signature Floorcoverings Pty Ltd A.B.N. 45 007 172 938 (the Supplier)) accept your order, you are obliged to take the Goods although property is yet to pass.
2. Retention of title remains with the Supplier until the goods, the subject of the contract, are paid for in full:
Ownership shall remain with the Supplier but the risk shall pass to the Applicant. The relationship between the parties shall be fiduciary and the Applicant shall hold the goods as bailee for the Supplier.
The Applicant shall store the Supplier's goods separately from its own.
The Supplier authorises the Applicant to on-sell the goods but as agent for the Supplier. The Applicant shall however, not represent to any parties that it is in any way acting for the Suppliers and the Suppliers will not be bound by any contracts with third parties to which the Applicant is a party.
In the event that the Applicant defaults or commits an act of bankruptcy or a receiver is appointed, or the company goes into liquidation, without prejudice to any other rights the vendor may have, the Applicant by receiving delivery of the goods authorises the Supplier to retake possession of any unpaid for goods and resell same without accounting to the Applicant therefore.
3. Credit is given at the discretion of the Supplier. Our standard terms are net thirty (30) days from statement or as otherwise agreed in writing.
4. Your credit facilities can be withdrawn by the Supplier without notice.
5. However, payment will become due immediately if:
 - a. you commit any act of bankruptcy
 - b. a meeting of your creditors is called
 - c. a mortgagee or Mortgagee's agent takes possession of any of your assets
 - d. a Receiver or Administrator of any of your assets is appointed
 - e. a petition to liquidate you is issued
 - f. you otherwise under any other form of external administration provided for in the Corporations Law.
 - g. your credit facility is withdrawn by the Supplier.
6. Until an overdue payment is paid, you will be required to pay interest at the rate of 1.5% per month.
7. You must pay us any costs including debt collector's commission we incur to recover (or attempt to recover) any overdue payment.
8. Claims:
 - a. You must thoroughly inspect the Goods before you cut them. You must notify us of visible defects within two (2) days of your becoming aware of them.
 - b. Before advising us of a complaint, you must inspect and examine the Goods and then provide us with an adequate report.
 - c. We will not accept a replacement of the Goods:
 - i) where Goods have been laid with visible defects
 - ii) where you have failed to notify us of visible defects in the Goods before laying of the Goods
 - iii) on rolls from which a cut has been made, or in any event, beyond twenty eight (28) days of the date of delivery of the Goods.
 - iv) for pile crushing of the Goods and pressure marks
 - v) where the Goods have not been adequately maintained
 - vi) where goods of different dye lots have been laid
 - vii) on seconds, roll ends or other clearance lines of the Goods
 - viii) for shading or watermarking on cut pile Goods
 - ix) for any variation from sample including but not limited to colour, weight, texture etc that is within normal commercial tolerance.
 - x) where you have sold the Goods for a situation that is not suitable for the Goods
 - xi) where the product has been treated (other than by us) with any agent or substance including but not limited to, anti soiling or flame proofing products.
 - xii) where the Goods have not been installed in accordance with Australian Standard for Carpet AS/NZS 2455.1:2007, for Carpet Tiles, AS/NZS 2455.2:2007 for Vinyl AS1984-1985, or specified by the manufacturer.
 - xiii) where the Goods have faded or changed character when exposed to direct sunlight for a period beyond accepted industry
- d. We are not responsible for any loss of trade or profit or consequential loss. If we accept a claim, our liability is limited to any one or more of the following at our absolute discretion:
 - i) the replacement of the Goods
 - ii) the supply of equivalent Goods
 - iii) the repair of the goods
 - iv) the payment of the cost of replacing the Goods
 - v) the payment of having the Goods repaired.
- e. When we replace Goods more than twelve (12) months old, we will deduct a usage factor in line with our Warranties & Maintenance Guidelines.
- f. We will not accept a claim:
 - i) that we delivered Goods to you in a wet condition unless you notify us in writing of the wet conditions within five (5) days of the delivery date. You must hold wet Goods at the delivery point until we advise you further.
 - ii) for lost or damaged Goods unless you notify us in writing within ten (10) days of the actual or expected delivery date
 - iii) for lost or damaged Goods where the loss of damage is caused by the on forwarding carrier or after the point where property and risk passes to you.
 - iv) for damaged or defective Goods or cut lengths which have been dispatched and invoiced unless the Goods are returned. Any agreement to accept any return of Goods must be in writing and signed on our behalf.
- g. At the Suppliers discretion it is agreed to take Goods back, a restocking fee of 25% on gross invoice value plus freight costs will be charged for the return of Goods not required by the customer. Goods must be returned in a re-saleable condition.
9. Notwithstanding that an approximate date stipulated in the order for delivery of the Goods, the time for delivery of the Goods shall not be regarded as of the essence.
Subject to this clause, the Supplier shall make all reasonable and commercial efforts to have the Goods delivered to the Applicant on the day agreed between the parties but the Supplier, its agents and servants shall be under no liability whatsoever, nor shall the Applicant be entitled to treat the contract as repudiated should delivery not be made at that time.
Subject to this clause the Applicant acknowledges that the Supplier does not warrant or represent that the Goods will be delivered on the day specified on the face of the invoice and the Supplier is at liberty to make deliveries within a reasonable period before or after the proposed date for delivery.
10. Where delivery of the Goods is to be made by instalments, any failure, suspension or delay in any delivery or defect in Goods delivered will not affect this contract and payments will be due for part delivery. All delivery dates are estimated only and we will not be liable for any delay in delivery.
11. You cannot refuse to accept delivery except where delay of an unreasonable length has occurred due to circumstances within our control. Without limitation, the following circumstances are not within our control: Acts of God, war, riots, civil commotions, strikes, lock outs, trade disputes (provided that we are not required to settle strikes or lock outs or other labour difficulties on terms contrary to our wishes), fires, breakdowns, interruptions to transport, Government action and delay in delivery by our suppliers.
12. Clerical errors will be subject to our correction.
13. If there is more than one of you, you each are jointly and separately bound by these terms and conditions.
14. The law of Victoria governs these terms and conditions and any legal action relating to them shall be brought in Victorian Courts.
15. Signature Floorcoverings' Terms and Conditions can be changed without notice.