

Terms & Conditions of Sale

INTERIOR EFFECTS LTD ("the company")

INTERPRETATION

- 1.1 In these conditions unless context otherwise states:
"The Customer" means the person, firm or company buying the goods.
"The Supply" means the supply of goods to the customer as ordered by the customer

PAYMENT AND INTEREST

- 2.1 Payment shall be received by the company on or before the 20th day of the month following the date on the invoice.
- 2.2 The customer **shall NOT be entitled to withhold payment** or to make deductions from the price without the prior written consent of the company.
- 2.3 Interest at the rate of 5% per month calculated on a daily basis shall be payable on any moneys outstanding from the date payment was due, until the date payment is received by The Company but without prejudice to the Company's other rights or remedies.
- 2.4 All recovery costs incurred by the Company arising out of the Customer's failure to pay by the due date including full legal costs, disbursements and collection costs shall be payable by the customer upon demand.
- 2.5 This price is based on a non-retention contract.

RETURNS

- 3.1 The Company will only accept items for return within one month of supply.
- 3.2 The Company has the right to charge a restocking fee on items returned for credit, this fee will be a minimum of \$10.00 or 10% of the purchase price (whichever is greatest), and has the right to refuse credit on goods that are not in a resell able condition or are a custom item or special finish.

LIABILITY

- 4.1 The customer shall use the goods in strict accordance with the guidelines. The Company expressly disclaims all and any liability and responsibility to any person (whether the Customer or not) in respect of anything, and of the consequences of anything, done or omitted to be done by any such person in reliance if the guidelines are not properly followed.
- 4.2 Nothing in the contract shall be deemed to limit or exclude any relevant guarantee implied by the consumer guarantees Act and accordingly the Contract shall be construed subject to the Act.

PRIVACY ACT

- 5.1 If the Customer is an individual, he or she acknowledges that he or she is aware that:
- (a) The Company has collected personal information about him or her.
 - (b) That information is being collected to enable the company to perform its obligations under the Supply.
 - (c) The Company will hold the information
 - (d) If the individual does not supply the information the Company may be unable to perform its obligations to supply the goods;
 - (e) He or she has a right of access to, and correction of, personal information by virtue of the privacy Act 1993

DELIVERY COSTS

- 3.1 Delivery costs are additional.
This quote is valid for a term of 60 days.