

TERMS OF TRADING

1) APPLICATION

These Terms of Trading apply to all aspects of trading with Outback Culture and are applicable to handling of information collected by, or submitted to, Outback Culture. All Goods supplied and Services provided by Outback Culture are sold on these terms and conditions ("Terms"). These Terms may be varied by Outback Culture without the consent of the Customer.

Before submitting your order, please review these Terms and Conditions.

2) DEFINITIONS

In these Terms and Policies, the following terms have the following meanings:

- a) **"We or Us"** means Outback Culture.
- b) **"You"** means a customer, purchaser or consumer.
- c) **"Goods"** means products, materials, tangible goods, tangible items, tangible parts or tangible benefits;
- d) **"Event of Default"** means where:
 - i. the Customer fails to pay any monies due and that failure is not remedied within 7 days after receiving a notice from Outback Culture requesting the breach to be remedied;
 - ii. the Customer breaches any of the Terms of Trade and does not remedy that breach within 7 days after receiving a notice from Outback Culture requesting the breach to be remedied;
 - iii. the Customer becomes insolvent or bankrupt;
 - iv. a petition has been presented against the Customer, an order made, an application made, a resolution passed or a meeting summoned or convened to consider a resolution for its winding up;
 - v. a Receiver, Receiver and Manager, Official Manager, Agent for Mortgagee or an Administrator is appointed in respect of any part of the Customer's property;
 - vi. the Customer makes an arrangement or composition with its creditors or proposes to do so; is unable to pay its debts as they fall due; ceases or threatens to cease to carry on its business; or has execution levied against any of its assets; or has a mortgagee enter, or seek to enter into possession of any of its assets.
- e) **"Quotation or Quote"** means a quotation provided by the Outback Culture to the Customer as varied from time to time;
- f) **"Order"** means a purchase order, acceptance or any other means of formally accepting a quotation, price or service provided by the Customer to the Outback Culture.
- g) **"Custom Work or Custom Built"** means made to suit the specifications of an individual customer
- h) **"Buy-in"** means and item that Outback Culture has to source from a 3rd party supplier or manufacturer.
- i) **"Service"** means design, inspection work, work, consultancy, installation work, intangible products or intangible benefits
- j) **"Specifications"** means the plans and/or specifications as described in and/or attached to an Order accepted by the Outback Culture.

3) QUOTATIONS

- a) A Quotation is not to be construed as an offer and Outback Culture reserves the right to accept or reject any order received.
- b) All Quotations by Outback Culture are best estimates only and do not constitute a fixed offer, unless stated so, and are subject to variation without notice to the client.
- c) If the quotation is to be a fixed price then "Fixed Price Quotation" shall be used as the title of the quotation page.

4) ORDERS

Outback Culture wants you to be well informed on every aspect of your purchase, from the moment of your purchase to the day you show off your furniture to family and friends. Before submitting your order.

- a) Please check any Quotations, Shopping Carts or Order Forms to ensure accuracy of the item numbers, sizes and finishes prior to accepting as your order will be placed exactly as submitted in the order.
- b) It is also important to take measurements to make sure the items you are purchasing will fit through your house or access way and can be placed in the area of your choosing.
- c) We try to ensure the accuracy of any measurements posted on our website however manufacturers may vary the actual measurement from time to time of the item once produced. We suggest you treat all measurements as a best estimate and contact us to confirm the measurement with us or the manufacturer prior to ordering.
- d) On our website, we strive to provide an accurate representation of the finishes; however, due to changes in lighting and a wide variety of resolution qualities on different computer monitors, some colour variation is possible. To determine the exact colour of a finish, we suggest that you examine the actual product or request to see if a finish sample is available.

5) ACCEPTANCE

If any instruction is received from you for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by you, these terms and conditions are definitive and binding.

6) VARIATIONS DURING CONSTRUCTION

Variations during the construction period will be dealt with according to the following procedure;

- a) If the client wishes to make a variation then all variation requests must be supplied to Outback Culture in writing.
- b) Outback Culture will provide a cost to carry out the works prior to commencing any of the additional works.
- c) All variations must be agreed to by the customer and Outback Culture.
- d) If the variation has been requested by the Customer, an additional surcharge of \$200.00 will be added to the cost of the variation.
- e) If the variation has occurred by the nature of the construction then no additional surcharges will apply.
- f) Any works being carried out that are likely to be affected by the variation will be suspended until such time the details of the variation are completed.

7) PAYMENT AND CREDIT TERMS

- a) Payment and Credit Payment terms are subject to Outback Culture's credit approval system.
- b) Outback Culture reserves the right to refuse a line credit.
- c) Outback Culture requires progress payments, as stated below, to be made as when they fall due.
 - i. 25% deposit before it starts manufacture
 - ii. 50% payment on delivery to the Customer's proposed destination.
 - iii. 25% must be paid upon installation
- d) If the Customer has provided suitable credit references that are satisfactory to Outback Culture, and it is agreed by Outback Culture that a line of credit will be provided, any outstanding balance must be paid within the agreed time limit for the line of credit or not exceeding 14 days after the issue of a tax invoice as issued by Outback Culture.
- e) Outback Culture reserves the right to charge interest on any overdue amounts owed by its customers. Interest will be calculated daily at the current rate as fixed by the Australian Tax Office's General Interest Charge (GIC). Plus we will charge an additional 2.5% on the outstanding balance per day.
- f) Outback Culture will also charge the Customer all enforcement costs (including any commission payable to mercantile agents and legal costs and disbursements on a solicitor own client basis) incurred in connection with a breach of these Terms by the Customer.
- g) No monies are to be withheld for retention.

- h) Liquidated Damages clauses do not apply on any contracts that Outback Culture enters into.

8) CANCELATION OF ORDERS

In the event that the Customer purports to terminate an Order after it has been accepted by Outback Culture, the following steps and penalties shall apply.

- a) All cancellations are to be made in writing and submitted to us.
- b) Timing of the cancellation is deemed from when Outback Culture receives formal written notification of the cancellation of the order.
- c) Any cancellations made within 5 hours of placing the order and no goods or services have been ordered or requested will be cancelled at no charge to you.
- d) Any cancellations made between 5 and 10 hours of placing the order will incur a fee of \$150.00 along with penalties sustained by us by 3rd party suppliers.
- e) Any cancellations made between 10 and 15 hours of placing the order will incur a fee of \$300.00 along with penalties sustained by us by 3rd party suppliers.
- f) Any cancellations made after 15 hours of placing the order will incur a fee of 50% of the quote value along with penalties sustained by us by 3rd party suppliers.

All charges are deemed as being a reasonable pre-estimate of loss plus a reasonable amount for any work already undertaken.

9) RETENTION OF TITLE

- a) Property in the Goods does not pass to the Customer until Outback Culture has received full payment in cleared funds for those particular Goods and payment in full of all other money owing by the Customer on any other account, whether or not that account relates to the sale of Goods.
- b) If the Customer fails to comply with any of these Terms, Outback Culture may, without notice, take possession of the Goods which were the subject of this reservation of title, or trace the proceeds of their sale (as applicable) and recover the full amount owing to Outback Culture together with any interest and costs.
- c) The Customer must, to an extent reasonably possible, hold separate, or be able to clearly identify any of the Goods supplied by Outback Culture.
- d) Goods should be clearly marked in a way that makes it clear that they are Outback Culture's property pending payment in full of all monies herein mentioned.
- e) Outback Culture may, without prejudice to any of its other rights and without notice, retake and resume possession of any of the Goods which remain its property and for that purpose, by its employees or agents, enter the Customer's premises, or any other such place where the Goods may be, without liability for trespass or any resulting damage, if:
 - i. there is a breach of any contract between the Outback Culture and the Customer;
 - ii. any Event of Default occurs; or
 - iii. The Customer parts with possession of any of the Goods except by way of sale to its own customers in the ordinary course of its business.
- f) Outback Culture may recover the price of the Goods by action, and may apply to wind up or bankrupt the customer, if the Goods are not paid for in accordance with these Terms, even though property in the Goods has not passed to the Customer.
- g) Consistent with the Customer's intended use of the Goods, the Customer must keep the Goods in such condition as the Goods were in, when supplied or, in such closest condition as can be reasonably maintained.
- h) The provisions of this clause will apply irrespective of any arrangement under which Outback Culture provides the Customer with credit. These provisions apply to the extent of any inconsistency between the two.

10) WARRANTY

- a) Subject to clause 11 of these Terms, Outback Culture warrants that the Goods will be supplied free from defects, conform to nominated Specifications and where required be properly installed.
- b) If Outback Culture receives notice of a defect or a non-conformance with the Specifications of a supplied good within 12 months after installation, in writing by you the client, Outback Culture will investigate the defect further and if Outback Culture is satisfied of the defect or non conformance referred to in that notice, it will:
 - i. Repair the affected Goods or,
 - ii. Replace the affected Goods or
 - iii. Supply equivalent Goods or
 - iv. Provide the Services againThe choice of which is at Outback Culture's option.
- c) The Trade Practices Act 1974 and corresponding legislation in other jurisdictions in certain circumstances imply mandatory conditions and warranties into agreements ("Consumer Warranties"). This clause does not exclude or limit the application of any Consumer Warranties or other warranties where to do so:
 - i. Would contravene the law of the relevant jurisdiction; or
 - ii. Cause any part of this clause to be void.
- d) The Customer hereby waives and Outback Culture disclaims, all other warranties, whether written or oral, express or implied, including but not limited to the Consumer Warranties.

11) LIMITATION OF LIABILITY AND REMEDIES

- a) Outback Culture's liability is limited to the extent described in clause 10 above. Notwithstanding clause 10 above, in no event will Outback Culture be liable for any of the following:
 - i. actual loss or direct damage that is not listed in clause 10 above;
 - ii. damage for loss relating to the Customer's procurement of substitute products; and
 - iii. Incidental, special, economic or consequential damages.

12) TERMINATION

Outback Culture may immediately terminate these Terms if an Event of Default occurs. If such an event occurs then;

- a) All money which the Customer owes the Outback Culture for Goods (including amounts which would not otherwise be payable until a later date) will become immediately due and payable.

13) ASSIGNMENT

- a) These Terms may not be assigned by the Customer without the prior written consent of Outback Culture.

14) COPYRIGHT

Outback Culture retains the Copyright of all sketches, plans, and images issued by Us.

15) ACCESS & EGRESS

All areas where work is to commence shall be clear and unobstructed by other rubbish, building materials, furniture, vehicles, clothing, breakables, pets and the like. If any items have to be moved from within the work area then the time taken to remove the articles will be charged to the client at the rate of \$120.00 per hour or part thereof.

16) HOW TO CONTACT US

Should you have other questions or concerns, please contact us via emailing sales@outbackculture.com.au or, through the 'Contact Us' page on our website.