Furnlink – Terms & Conditions of Trade

1. Definitions

1.1 "Furnlink" means Trendline Pty Ltd ATF The Trust For R & S Rowland Family Trust T/A Furnlink, its successors and assigns or any person acting on behalf of and with the authority of Trendline Pty Ltd ATF The Trust For R & S Rowland Family Trust T/A Furnlink.

1.2 "Customer" means the person/s or any person acting on behalf of and with the authority of the Customer requesting Furnlink to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
(b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
(c) includes the Customer's executors, administrators, successors and permitted assigns.

1.3 "Goods" means all Goods or Services supplied by Furnlink to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).

1.4 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Furnlink and the Customer in accordance with clause 7 below.

1.5 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

2. Acceptance

2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.

2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and Furnlink.

2.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (New South Wales and South Australia), the Electronic Transactions Act 2001 (Australian Capital Territory), the Electronic Transactions (Victoria) Act 2000, the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001, Section 7 of the Electronic Transactions Act 2000 (Tasmania), Section 10 of the Electronic Transactions Act 2011 (Western Australia) (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Authorised Representatives

3.1 The Customer acknowledges that Furnlink (for the duration of the Services) liaises directly with one (1) or more authorised representatives, and that once introduced as such to Furnlink, that person or persons shall have the full authority of the Customer to order any Goods and/or to request any variation thereto on the Customer's behalf. The Customer accepts that they will be solely liable to Furnlink for all additional costs incurred by Furnlink (including Furnlink's profit margin) in providing any Goods, Services or variation/s requested thereto by the Customer's duly authorised representative.

3.2 In the event that the Customer's duly authorised representatives as per clause 3.1 are to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Furnlink in writing of the parameters of the limited authority granted to their representatives.

4. Errors and Omissions

4.1 The Customer acknowledges and accepts that Furnlink shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
(a) resulting from an inadvertent mistake made by Furnlink in the formation and/or administration of this contract; and/or
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Furnlink in respect of the Services.

4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of Furnlink; the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.

5. Change in Control

5.1 The Customer shall give Furnlink not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by Furnlink as a result of the Customer's failure to comply with this clause.

6. Credit Accounts

6.1 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Furnlink and it has been approved with a credit limit established for the account.

6.2 In the event that the supply of Goods request exceeds the Customer's credit limit and/or the account exceeds the payment terms, Furnlink reserves the right to refuse delivery and/or request an alternative payment method.

7. Price and Payment

7.1 At Furnlink's sole discretion, the Price shall be either:
(a) as indicated on any invoice provided by Furnlink to the Customer; or
(b) Furnlink's quoted price (subject to clause 7.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

7.2 Furnlink reserves the right to change the Price if a variation to Furnlink's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of unforeseen circumstances such as transportation delays, availability of stock, change of quantities ordered or as a result of any increase to Furnlink in the cost of materials and labour) will be charged for on the basis of Furnlink's quotation and will be shown as variations on the invoice. The Customer shall be required to respond to any variation submitted by Furnlink within ten (10) working days. Failure to do so will entitle Furnlink to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

7.3 At Furnlink's sole discretion, a non-refundable deposit may be required.

7.4 **Any discounts applicable to the Price shall become null and void if payment is not made by the due date stated on the invoice and/or statement.**

7.5 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Furnlink, which may be:
(a) before dispatch or delivery of the Goods;
(b) for certain approved Customers, either:
(i) thirty (30) days following the end of the month in which a statement is delivered to the Customer's address or address for notices; or
(ii) fourteen (14) days following the end of the month in which a statement is delivered to the Customer's address or address for notices; or
(iii) thirty (30) days nett following the date of any invoice given to the Customer by Furnlink;
(c) the date specified on any invoice or other form as being the date for payment; or
(d) failing any notice to the contrary, the date which is fourteen (14) days nett following the date of any invoice given to the Customer by Furnlink.

7.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Furnlink.

7.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Furnlink nor to withhold payment of any invoice because part of that invoice is in dispute.

7.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Furnlink an amount equal to any GST Furnlink must pay for any supply by Furnlink under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

8. Recipient-Created Tax Invoices ("RCTI")

8.1 Where both parties agree, the recipient (whom may or may not be the Customer as defined above) may issue a tax invoice in respect of Goods supplied. In this instance, Furnlink will not issue a tax invoice in respect of those supplied Goods. The recipient acknowledges that it is registered for GST and that it will notify Furnlink if it ceases to be registered. Acceptance of this RCTI constitutes acceptance of the terms of this contract. Both parties to this contract acknowledge that they are parties to an RCTI agreement (where applicable) as outlined in GSTR 2000/10. Furnlink agrees to notify the recipient if Furnlink does not wish to accept the proposed arrangement.

9. Rewards Program

9.1 The Customer acknowledges and accepts that in order to benefit from Furnlink's rewards program, that:
(a) specific terms and conditions apply as outlined on Furnlink's website;
(b) non or late payment will affect the number of reward points being applied to the Customer's rewards account; and
(c) reward points may not be used for payment of accounts but only for purchases from the rewards gallery.
(d) the rewards program is not compulsory and can be cancelled at any time, all unused points would be invaluable.

10. Delivery of Goods

10.1 Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
(a) the Customer or the Customer's nominated carrier takes possession of the Goods at Furnlink's address; or
(b) Furnlink (or Furnlink's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.

10.2 At Furnlink's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.

10.3 Any time specified by Furnlink for delivery of the Goods is an estimate only. The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. Furnlink will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then Furnlink shall be entitled to charge a reasonable fee for redelivery and/or storage.

10.4 Lead times may be subject to a delay of approximately twelve (12) weeks for Goods selected or longer where delays occur due to exact quantities, colours and finishes required not being given to Furnlink in a timely manner or delays in the arrival of Goods on indent order. Estimated lead times will commence from confirmation of a written order.

10.5 The Customer acknowledges and accepts that a minimum invoice value of two hundred dollars ($200) plus GST applies to all orders, otherwise current handling fee "Small Order Surcharge' of twenty dollars ($20) plus GST shall apply.

11. Risk

11.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.

11.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Furnlink is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Furnlink is sufficient evidence of Furnlink's rights to receive the insurance proceeds without the need for any person dealing with Furnlink to make further enquiries.

11.3 If the Customer requests Furnlink to leave Goods outside Furnlink's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.

11.4 The Customer acknowledges and accepts that:
(a) whilst fabric manufacturers make every effort to match dye lots, colours or shade may vary between batches of product and/or between sales samples and actual product supplied; and
(b) fabric manufacturers cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned product will match perfectly when installed; and
(c) the sewing process for fabric may require seams and cross-joins and that the appearance of these may be affected by light source and in particular the construction of the chosen product.

11.5 The Customer acknowledges that Goods supplied may:
(a) exhibit variations in shade tone, colour, texture, surface and finish from sales samples; and
(b) fade or change colour over time; and
(c) expand, contract or distort as a result of exposure to heat, cold, weather; and
(d) mark or stain if exposed to certain substances; and
(e) be damaged or disfigured by impact or scratching.

12. Product Specifications

12.1 The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Furnlink's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Furnlink.

13. Title

13.1 Furnlink and the Customer agree that ownership of the Goods shall not pass until:
(a) the Customer has paid Furnlink all amounts owing to Furnlink; and
(b) the Customer has met all of its other obligations to Furnlink.

13.2 Receipt by Furnlink of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

13.3 It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 13.1:
(a) the Customer is only a bailee of the Goods and must return the Goods to Furnlink on request.
(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Furnlink and must pay to Furnlink the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Furnlink and must pay or deliver the proceeds to Furnlink on demand.
(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Furnlink and must sell, dispose of or return the resulting product to Furnlink as it so directs.
(e) the Customer irrevocably authorises Furnlink to enter any premises where Furnlink believes the Goods are kept and recover possession of the Goods.
(f) Furnlink may recover possession of any Goods in transit whether or not delivery has occurred.
(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Furnlink.
(h) Furnlink may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

14. Personal Property Securities Act 2009 ("PPSA")

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

14.2 Upon assenting to these terms and conditions in writing the Customer 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 and/or collateral (account) – being a monetary obligation of the Customer to Furnlink for Services – that have previously been supplied and that will be supplied in the future by Furnlink to the Customer.

14.3 The Customer undertakes to:
(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Furnlink may reasonably require to;
(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
(ii) register any other document required to be registered by the PPSA; or
(iii) correct a defect in a statement referred to in clause 14.3(a)(i) or 14.3(a)(ii);
(b) indemnify, and upon demand reimburse, Furnlink for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
(c) not register a financing change statement in respect of a security interest without the prior written consent of Furnlink;
(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Furnlink;
(e) immediately advise Furnlink of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

14.4 Furnlink and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

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

14.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

14.7 Unless otherwise agreed to in writing by Furnlink, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

14.8 The Customer must unconditionally ratify any actions taken by Furnlink under clauses 14.3 to 14.5.

14.9 Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

15. Security and Charge

15.1 In consideration of Furnlink agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

15.2 The Customer indemnifies Furnlink from and against all Furnlink's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Furnlink's rights under this clause.

15.3 The Customer irrevocably appoints Furnlink and each director of Furnlink as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Customer's behalf.

16. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

16.1 The Customer must inspect the Goods on delivery and must within three (3) days of delivery notify Furnlink in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Furnlink to inspect the Goods. Any claims must be accompanied with photographic evidence.

16.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).

16.3 Furnlink acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

16.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Furnlink makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Furnlink's liability in respect of these warranties is limited to the fullest extent permitted by law.

16.5 If the Customer is a consumer within the meaning of the CCA, Furnlink's liability is limited to the extent permitted by section 64A of Schedule 2.

16.6 If Furnlink is required to replace the Goods under this clause or the CCA, but is unable to do so, Furnlink may refund any money the Customer has paid for the Goods.

16.7 If the Customer is not a consumer within the meaning of the CCA, Furnlink's liability for any defect or damage in the Goods is:
(a) limited to the value of any express warranty or warranty card provided to the Customer by Furnlink at Furnlink's sole discretion;
(b) limited to any warranty to which Furnlink is entitled, if Furnlink did not manufacture the Goods;
(c) otherwise negated absolutely.

16.8 Subject to this clause 16, returns will only be accepted provided that:
(a) the Customer has complied with the provisions of clause 16.1; and
(b) Furnlink has agreed that the Goods are defective; and
(c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

16.9 Notwithstanding clauses 16.1 to 16.8 but subject to the CCA, Furnlink shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
(a) the Customer failing to properly maintain or store any Goods;
(b) the Customer using the Goods for any purpose other than that for which they were designed;
(c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
(d) the Customer failing to follow any instructions or guidelines provided by Furnlink;
(e) fair wear and tear, any accident, or act of God.

16.10 Furnlink may in its absolute discretion accept non-defective Goods for return in which case Furnlink may require the Customer to pay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.

16.11 Notwithstanding anything contained in this clause if Furnlink is required by a law to accept a return then Furnlink will only accept a return on the conditions imposed by that law.

17. Intellectual Property

17.1 Where Furnlink has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Furnlink. Under no circumstances may such designs, drawings and documents be used without the express written approval of Furnlink.

17.2 The Customer warrants that all designs, specifications or instructions given to Furnlink will not cause Furnlink to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Furnlink against any action taken by a third party against Furnlink in respect of any such infringement.

17.3 The Customer agrees that Furnlink may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Furnlink has created for the Customer.

18. Default and Consequences of Default

18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Furnlink's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

18.2 If the Customer owes Furnlink any money the Customer shall indemnify Furnlink from and against all costs and disbursements incurred by Furnlink in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Furnlink's contract default fee, and bank dishonour fees).

18.3 Further to any other rights or remedies Furnlink may have under this contract, if a Customer has made payment to Furnlink, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Furnlink under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.

18.4 Without prejudice to Furnlink's other remedies at law Furnlink shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Furnlink shall, whether or not due for payment, become immediately payable if:
(a) any money payable to Furnlink becomes overdue, or in Furnlink's opinion the Customer will be unable to make a payment when it falls due;
(b) the Customer has exceeded any applicable credit limit provided by Furnlink;
(c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

19. Cancellation

19.1 Without prejudice to any other remedies Furnlink may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Furnlink may suspend or terminate the supply of Goods to the Customer. Furnlink will not be liable to the Customer for any loss or damage the Customer suffers because Furnlink has exercised its rights under this clause.

19.2 Furnlink may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Furnlink shall repay to the Customer any money paid by the Customer for the Goods. Furnlink shall not be liable for any loss or damage whatsoever arising from such cancellation.

19.3 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Furnlink as a direct result of the cancellation (including, but not limited to, any loss of profits).

19.4 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

20. Privacy Act 1988

20.1 The Customer agrees for Furnlink to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Furnlink.

20.2 The Customer agrees that Furnlink may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:
(a) to assess an application by the Customer; and/or
(b) to notify other credit providers of a default by the Customer; and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

20.3 The Customer consents to Furnlink being given a consumer credit report to collect overdue payment on commercial credit.

20.4 The Customer agrees that personal credit information provided may be used and retained by Furnlink for the following purposes (and for other agreed purposes or required by):
(a) the provision of Goods; and/or
(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
(d) enabling the collection of amounts outstanding in relation to the Goods.

20.5 Furnlink may give information about the Customer to a CRB for the following purposes:
(a) to obtain a consumer credit report;
(b) allow the CRB to create or maintain a credit information file about the Customer including credit history.

20.6 The information given to the CRB may include:
(a) personal information as outlined in 20.1 above;
(b) name of the credit provider and that Furnlink is a current credit provider to the Customer;
(c) whether the credit provider is a licensee;
(d) type of consumer credit;
(e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Furnlink has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
(g) information that, in the opinion of Furnlink, the Customer has committed a serious credit infringement;
(h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars ($150).

20.7 The Customer shall have the right to request (by e-mail) from Furnlink:
(a) a copy of the information about the Customer retained by Furnlink and the right to request that Furnlink correct any incorrect information; and
(b) that Furnlink does not disclose any personal information about the Customer for the purpose of direct marketing.

20.8 Furnlink will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.

20.9 The Customer can make a privacy complaint by contacting Furnlink via e-mail. Furnlink will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

21. Service of Notices

21.1 Any written notice given under this contract shall be deemed to have been given and received:
(a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this contract;
(c) by sending it by registered post to the address of the other party as stated in this contract;
(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
(e) if sent by email to the other party's last known email address.

21.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

22. Trusts

22.1 If the Customer at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Furnlink may have notice of the Trust, the Customer covenants with Furnlink as follows:
(a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
(b) the Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
(c) the Customer will not without consent in writing of Furnlink (Furnlink will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;
(i) the removal, replacement or retirement of the Customer as trustee of the Trust;
(ii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust; or
(iv) any resettlement of the trust property.

23. General

23.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

23.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state or territory, whichever applicable as being the state or territory in which the Goods and/or Services were provided by Furnlink to the Customer however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction will be subject to Bundeburg Courts in Queensland being the state in which Furnlink has its principal place of business.

23.3 Subject to clause 16, Furnlink shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Furnlink of these terms and conditions (alternatively Furnlink's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

23.4 Furnlink may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.

23.5 The Customer cannot licence or assign without the written approval of Furnlink.

23.6 Furnlink may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Furnlink's sub-contractors without the authority of Furnlink.

23.7 The Customer agrees that Furnlink may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Furnlink to provide Goods to the Customer.

23.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

23.9 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

Please note that a larger print version of these terms and conditions is available from Furnlink on request.

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