Furnlink - Terms & Conditions of Trade

Definitions
"Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and 4.5 other contact information (where applicable), previous credit applications, credit history) and pricing details.
"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other 4.6 document or amendments expressed to be supplemental to this Contract.

uccument or amendments expressed to be supplemental to this Contract.

"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular 5. client and website and can be accessed either by the web 5.1 severe or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using Furnlink's website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.

"Customer" means the person's, entities or any person acting on behalf of and with the authority of the Customer requesting Furnlink to provide the Services as specified in any 5.2 proposal, quotation, order, invoice, or other documentation, and:

if there is more than one Customer, is a reference to each

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 partnership, it shall bind each partner 5.3 jointly and severally; and
(c) if the Customer is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and
(d) includes the Customer's executors, administrators, successors, and permitted assigns.

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

"Goods" means all Goods or Services supplied by Furnilink to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or Services' 6.81 lbe interNangeable for the other).

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

"Price" means the Price, payable (fuls; any GST where

(Cth.)
"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between Furnlink and the Customer in accordance with clause 9 below.

Acceptance
The Customer is taken to have exclusively accepted and is 7.
Immediately bound, jointly and severally, by these terms and 7.1
conditions if the Customer places an order for or accepts
delivery of the Goods.
In the event of any inconsistency between the terms and
conditions of this Contract and any other prior document or
schedule that the parties have entered into, the terms of this
Contract shall prevail.
Any amendment to the terms and conditions contained in this

Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of

Contract may only be amended in writing by the consent of both parties.

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. In the event that the supply of Goods requested 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.

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 (NSW), Section 9 of the Electronic Transactions Act 2000 (ACT), Section 9 of the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Northern Territory) and 2000 (Cueensland) Act 2001, Section 10 of the Electronic Transactions (Northern Territory) and 2000 (Cueensland) Act 2001, Section 10 of the Electronic Transactions (Northern Territory) and 2000 (Cueensland) Act 2001, Section 10 of the Electronic Transactions (Northern Territory) and 2000 (Cueensland) Act 2001 (MA), Winchever is applicable), or any 7.2 other applicable provisions of that Act or any Regulations referred to in that Act.

Authorised Representatives
The Customer acknowledges that Furnlink (for the duration of 8.
The Services) liaises directly with one (1) or more authorise 8.
The services) liaises directly with one (1) or more authorise 8.
The presentatives, 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) groft margin) in providing any Goods, Services or variation/s requested thereto by the Customer's duly authorised representative.

In the event that the Customer's duly authorised 8.2

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.

Distribution of Goods via an Approved Distributor

The Customer agrees that until they are authorised as a distributor by Furnlink, (and hereinafter the Customer shall be 9 referred to as "Distributor" for the purposes of this clause) the 9.1 Distributor shall not be able to sell the Goods on as a Distributor for Furnlink or represent to any third parties that the Distributor is in any way acting for Furnlink. Furnlink shall not accept responsibility or agree to be bound in any way by any contracts with third parties to whom the Distributor is a

party.

At Furnlink's sole discretion the Distributor acknowledges that only approved Distributors shall have the authority to accept the properties website and/or any internet orders via their respective website and/or any alternative online auction sites.

Furnlink shall not be liable for any losses incurred (whether direct or indirect including, but not limited to, any loss of profits) by the Distributor as a direct result of the Distributor having out of date details on their website including

warranties.

Orders from a Distributor are accepted on the basis that;
(a) unless otherwise agreed by prior approval between Furnlink and the Distributor, Goods, may only be resold to consumers at retail level and may not be sold at wholesale level or to any other trader that is known or is suspected to be purchasing for resale, Goods are to be sold for retail or displayed for sale at only the approved locations advised by the Distributor to Furnlink,

Furnink,
(c) sale of Goods by mail order, internet, social media, or any
other method outside of the traditional display and sell at
the approved location is prohibited without prior written
consent of Furnink, and
(d) Goods are to be displayed, presented, and marketed in
the manner that is in the best interest of the brand snee.
Any default of clauses 4.1-4.4 may at Furnlink's sold
discretion be subject to immediate and permanent closure of

ascretion be subject to immediate and permanent closure of account facilities, with any account balances payable immediately on demand.

Furnlink has sole discretion on which brands or Goods are made available to any approved Distributor and Furnlink does 9.4 not guarantee continuing supply of any specific brand or Goods.

Errors and Omissions
The Customer acknowledges and accepts that Furnlink shall, without prejudice, accept no liability in respect of any alleged 9.6 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

contained in/omitted from any literature (hard copy and/or electronic) supplied by Furnlink in respect of the

(o) contained informitted from any interature (nard copy and/or electronic) supplied by Furninik in respect of the Services.

In the event such an error and/or omission occurs in accordance with clause 5.1, and is not attributable to the negligence and/or wilful misconduct of Furnink, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

In circumstances where the Customer is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Customer is responsible for supplying correct order information such as, without 9.7 limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Customer Error"). The Customer must pay for all Goods it orders from Furninik notwithstanding that such Goods suffer 9.8 from a Customer Error and notwithstanding that the Customer has not taken or refuses to take delivery of such Goods. Furnink is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Customer Errors.

Change in Control
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.

On-Line Ordering
The Customer acknowledges and agrees that:
(a) Furnink does not guarantee the website's performance;
(b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of 9.10 acceptance by Furnink;
(c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
(d) there are inherent hazards in electronic distribution, and as such Furnink cannot warrant against delays or errors in transmitting data between the Customer agrees that to the maximum extent permitted by law, Furnink will not be liable for any losses which the Customer suffers as a result of online ordering not being available or for delays or errors in transmitting orders:
(e) when making a transaction through the website, the 10.1 Customer's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by Furnink and/or displayed on the website. The encryption process ensures that the Customer's information cannot be read by or altered by outside influences;
(f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, Furnink shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction.

permission from the cardholder for use of the credit card for the transaction. Furnilink reserves the right to terminate the Customer's order if it learns that the Customer has provided false or misleading 11. information, interfered with other users or the administration 11. of Furnilink's business, or violated these terms and conditions.

Credit Card Information

Furnlink will:

(a) keep the Customer's personal details, including credit card details for only as long as is deemed necessary by Furnlink; (b) not disclose the Customer's credit card details to any

third party;

to fird party;

(c) not unnecessarily disclose any of the Customer's 12.

personal information, except is accordance with the 12.1

Privacy Act (clause 24) or where required by law.

The Customer expressly agrees that, if pursuant to this Contract, there are any unpaid charges, other amounts due and outstanding by the Customer, Furnlink is entitled to

immediately charge the Customer's nominated credit card for these amounts and is irrevocably authorised to complete any documentation and take any action to recover from the credit 12.2 card issuer any and all amounts which may be due by the Customer pursuant to the terms of this Contract. Price and Payment

At Furnlink's sole discretion, the Price shall be either:
(a) as indicated on any invoice provided by Furnlink to the

Customer; or Furnlink's quoted Price (subject to clause 9.2) which will be valid for the period stated in the quotation or otherwise for a period of seven (7) days. Furnlink reserves the right to change the Price:

(a) if a variation to the Services originally scheduled (including any applicable specifications) is requested; or

if a variation to Furnlink's quotation is requested or required (including as to the nature or quantity of the Goods (including size and weight), nature and location of the collection and/or delivery address, distance from the collection address to the delivery address, facilities available for loading or unloading, weather conditions or delays beyond the control of Furnlink, delivery times or

dates, or otherwise, etc.); or if during the course of the Services, the materials cease to be available from Furnlink's third party suppliers, then 12.7 Furnlink reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both

in the event of increases to Furnlink in the cost of labour 13 in the event of includeses or unfinite in the cost of adout 13. or materials (including, but not limited to, overseas 13.1 transactions that may increase, as a consequence of variations in foreign currency rates of exchange and/or freight and insurance charges) which are beyond 13.2 English's costs.

Furnink's control.

Variations will be charged for on the basis of Furnink's quotation, and will be detailed in writing, and shown as variations on Furnink's invoice. The Customer shall be required to respond to any variation submitted by Furnink within ten (10) working days. Failure to do so will entitle Furnink to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their compelition.

completion.

At Furnlink's sole discretion, a fifty percent (50%) non-refundable deposit may be required for custom manufactured 13.4

completion.

At Furnlink's sole discretion, a fifty percent (50%) non-refundable deposit may be required for custom manufactured 13.4 Goods.

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.

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 despatch or delivery of the Goods;
(b) for certain approved Customers, either:
(i) thirty (30) days or 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 (ii) thirty (30) days or fourteen (14) days net following the date for any invoice given to the Customer by Furnlink; or (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 seven (7) days following the date of any invoice given to the Customer by Furnlink.

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 the customer by Furnlink.

Furnlink may in its discretion allocate any payment received from the Customer and Furnlink.

Furnlink may in its discretion allocate any payment received from the Customer towards any invoice that Furnlink determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Furnlink may reallocated any payments previously received and allocated. In the absence of any payment allocation by Furnlink may reallocated any payments previously received and allocated. In the absence of any payment allocation by Furnlink, payment will be deemed to be allocated in such manner as preserves the maximum value of Furnlink Purnlink, payment will be deemed to be allocated in such manner as preserves the maximum value of Furnlink may reallocate any payment and the value of the foods.

Recipient-Created Tax Invoices ("RCTI")
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, Furnitis will not issue a tax invoice in respect of fhose supplied Goods. The recipient acknowledges that it is registered for GST and that it will notify Furnitink 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 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. Furnilink agrees to notify the recipient if Furnilink does not wish to accept the proposed arrangement.

Rewards Program

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; 15.5

reward points may not be used for payment of accounts but only for purchases from the rewards gallery.

Delivery of Goods
Delivery ("Delivery") of the Goods is taken to occur at the (a) the Customer or the Customer's nominated carrier takes 15.7

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.

At Furnlink's sole discretion, the cost of Delivery is either 16.1 included in the Price or is in addition to the Price. Furnlink may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery.

Any time specified by Furnlink for Delivery of the Goods is an estimate only and Furnlink will not be liable for any loss or damage incurred by the Customer because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If Furnlink is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Furnlink shall be entitled to charge a reasonable fee for redelivery and/or storage.

Lead times may be subject to a delay of approximately thirty (30) 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 or back order. Estimated lead times will commence from confirmation of a written order.

The Customer acknowledges and accepts that a minimum invoice value of four hundred dollars (\$400) plus GST applies to all orders, otherwise a current handling fee "Small Order Surcharge" of forty dollars (\$40) plus GST shall apply.

Risk
Risk of damage to or loss of the Goods passes to the
Risk of damage to or loss of the Goods passes to the
Goods on or before Delivery.
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
or 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.
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.
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;
(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

penetacly unimon, patentied product, interiors lene's in guarantee that patterned product will match perfectly of 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.

The Customer acknowledges that Goods supplied may:

(a) exhibit variations in shade tone, colour, texture, surface, and finish from sales samples or previous batches;

(b) fade or change colour over time;

(c) expand, contract, or distort as a result of exposure to heat, cold, weather;

(d) mark or stain if exposed to certain substances;

(e) rust or deteriorate if exposed to salinity or weather; and

(f) be damaged or disfigured by impact or scratching.

Product Specifications
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.

Compliance with Laws
The Customer and Furnlink shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.

and other public authorities that may be applicable to the Services.

Modem Slavery
For the purposes of clauses 15.2 to 15.7:
(a) "Act" means the Modem Slavery Act 2018 (cth)
(b) "Modern Slavery', "Modern Slavery Statement" and "Reporting Entity" have the meanings given by the Act. If the Customer is a Reporting Entity, it shall comply with all of its obligations under the Act.
Whether the Customer is a Reporting Entity or not, the Customer shall:
(a) use reasonable endeavours to identify, assess and address risks of Modern Slavery practices in its operations and supply chains;
(b) use its reasonable endeavours to ensure that the personnel responsible for managing the operations and supply chains; used for the purposes of the Contract have undertaken suitable training to identify and report Modern Slavery; Slavery;

Slavery; use its reasonable endeavours to ensure that if at any time the Customer becomes aware of Modern Slavery practices in its operations and supply chains, the Customer must as soon as reasonably practicable take all reasonable steps to address or remove these reactions.

all reasonature steps to accept practices; provide to Furnlink a copy of any Modern Slavery Statement that it submits under the Act within seven (7) days of so doing; and within seven (7) days of Furnlink's request (or such longer period as Furnlink agrees), provide to Furnlink any information or assistance reasonable requested by Furnlink

concerning the Customer's compliance with the Act; concerning the Customer's operations and supply

chains;

cials;
(iii) to enable Furnlink to prepare a Modern Slavery Statement or otherwise comply with the Act; or (iv) to enable Furnlink to assess and address risks of Modern Slavery practices in its operations and

supply chains.

The parties agree that in the circumstances a breach arises pursuant to this clause or the terms of the Act, the parties will try and resolve the breach by way of remediation and Furnlink will be able to terminate the Contract for any breach by the

Customer: The Customer warrants that any information supplied to Furnilink is true and accurate and may be relied upon for the purposes of the Act. The Customer shall indemnify Furnlink against any loss or liability suffered by Furnlink as a result of the Customer's breach of this clause 15.

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.
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.

It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 16.1:

(a) the Customer in accordance with clause 16.1:

(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; 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; 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

Furnlink - Terms & Conditions of Trade

- 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 inevocably 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. trust for the benefit of Furnlink and must sell, dispose of

- Furnlink may commence proceedings to reco Price of the Goods sold notwithstanding that ow of the Goods has not passed to the Customer.

Personal Property Securities Act 2009 ("PPSA")
In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
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 that have previously been supplied and that will be supplied in the future by Furnlink to the Customer, and the proceeds from such Goods.
The Customer undertakes to:

17.3

- ch Goods.

 the Customer undertakes to:
) promptly sign any further documents and/or provide any turther 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 19.12 registered by the PPSA; or
 (iiii) correct a defect in a statement referred to in clause 17.3(a)(i) or 17.3(a)(ii);
 indemnify, and upon demand reimburse, Furnlink for all 19.13 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;
 on to register a financing change statement in respect of a 20.1 security interest without the prior written consent of Furnlink;
- (c) ilut registor.

 Security interest without the pnor written conson.

 Furnink;
 (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of Furnink;

 (e) immediately advise Furnink of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales. Furnink 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.

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

- PFSA.

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

 21.

 Unless otherwise agreed to in writing by Furnlink, the 21.1

 Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.

 The Customer must unconditionally ratify any actions taken by Furnlink under clauses 17.3 to 17.5.

 Subject to any express provisions to the contrary (including those contained in this clause 17), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

 22.

- Security and Charge
 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, really or other assets capable of
 being charged, owned by the Customer either now or in the
 22.2 future, and the Customer grants a security interest in all of its
 present and after-acquired property for the purposes of,
 including but not limited to registering Furnlink's security
 interest over the Customer on the PPSA, 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).
- payment of any money). The Customer indemnifies Furnlink from and against al Furnlink's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Furnlink's rights under this clause.
- nights under this clause. 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 18 including, but not limited to, signing any document on the Customer's behalf. 18.3

- Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
 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.
- photographic evidence. Notwithstanding clause 19.1, the conditions applicable to the warranty given on Goods manufactured by Furnlink are contained on the "Warranty Document" that will be supplied with the Goods.
- Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory 193 (including, without limitation rine CuA), Carisin, without limitation in estatutory guarantees (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Ex
- Furnlink acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded
- Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Furnlink makes 19.5 no warranties or other representations under these terms and conditions including but not limited to the quality or suitability 23.2 of the Goods. Furnlink's liability in respect of these warranties is limited to the fullest extent permitted by law.

 If the Customer is a consumer within the meaning of the CCA,
- rnlink's liability is limited to the extent permitted by section 64A of Schedule 2.
- of Furnish is required to replace the Goods under this clause or the CCA, but is unable to do so, Furnlink may refund any 23.3 197 money the Customer has paid for the Goods.
- If the Customer is not a consumer within the meaning or une CCA, Furnlink's liability for any defect or damage in the 19.8

- limited to the value of any express warranty or warranty card provided to the Customer by Furnlink at Furnlink's sole discretion;
- sole discretion;
 (b) limited to any warranty to which Furnlink is entitled, if Furnlink did not manufacture the Goods;
 (c) otherwise negated absolutely. Subject to this clause 19, returns will only be accepted provided th
- provided that: 24.
 (a) the Customer has complied with the provisions of clause 24.1

- (a) the Customer has complied with the provisions or diause (19) frumlink has agreed that the Goods are defective; 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.

 Furnlink shall not accept returns for change of mind, the buying sight unseen and the Customer is not satisfied even should the Goods be Delivered as described, or if the Customer makes a wrong decision unless due to Furnlink's negligence or incorrect information supplied by Furnlink. Notwithstanding dauses 19.1 to 19.9 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;

- (a) the Customer raining 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) cleaning or outdoors application;
 (f) fair wear and tear, any accident, or act of God.
 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.
 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.

Intellectual Property
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

documents be used without the express written approval of Furnlink.

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 sores to dere and the Customer agrees to indemnify Furnlink against any action taken by a third party against Furnlink in respect of any such infringement.

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.

Protection of Reputation

Any misuse, misrepsentation or any other action that 24.4 negatively impacts Furnlink's brand (including, but not limited to, infringement on Furnlink's intellectual property, online sales and/or marketing campaigns) which is deemed to 24.5 damage and/or tarnish the reputation of the Furnlink's brand, may result in Furnlink misration that damage by refusion the may result in Furnlink mitigating that damage by refusing the Customer the right to continue to represent Furnlink.

Default and Consequences of Default
Interest on overdue invoices shall accrue daily from the date
when payment becomes due, until the date of payment, at a
rate of five 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.
If the Customer owes Furnlink any money, the Customer shall
indemnify Furnlink from and against all costs and
disbursements:

- Indemnity Furnink from and against all costs and disbursements:

 (a) incurred; and/or

 (b) which would be incurred and/or

 (c) for which by the Customer would be liable;

 in regard to legal costs on a solicitor and own client basis, internal administration fees, Furnlink's Contract fees owing for breach of these terms and conditions', including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees. 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 22 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.

 Without prejudice to Furnlink's other remedies at law Furnlink.
- 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:
- 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; the Customer has exceeded any applicable credit limit
- provided by Furnlink; 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.

Cancellation
Without prejudice to any other remedies Furnlink may have, if at any time the Customer is in breach of any obligation 24.9 (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. Furnlink may cancel any contract to which these terms and Furnink may cancel any contract or which treese 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 Furnink shall repay to the Customer any money paid by the Customer for the Goods. Furnink shall not be liable for any loss or damage whatsoever arising from such cancellation. The Customer shall be liable for all losses incurred (whether

direct or indirect) by Furnlink as a direct result of the 25. cancellation (including, but not limited to, any loss of profits). 25.1 Notwithstanding that at Furnlink's sole discretion, if the Customer cancels Delivery of Goods or cancels orders after

Furnlink has packed the order, a cancellation fee may be policable

cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will not be accepted once production has commenced, or an order has been placed. applicable.
Cancellation of orders for Goods made to the Customer's 23.4

placed.

Privacy Policy
All emails, documents, images, or other recorded information held or used by Furnlink is Personal Information, as defined 25.2 and referred to in clause 24.3, and therefore considered Confidential Information, Furnlink acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information, Furnlink acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information prusuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy 26. Amendment (Notifiable Data Breaches) Act 2017 (NDB) and 26.1 any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"), Furnlink acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Furnlink will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.

of law.

Nowithstanding clause 24.1, privacy limitations will extend to Furnlink in respect of Cookies where the Customer utilises Furnlink's website to make enquiries. Furnlink agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:

(a) IP address, browser, email client type and other similar details; supposite uses and terffice and

(a) IP address, browser, email client type and other similar details;
(b) tracking website usage and traffic; and
(c) reports are available to Furnlink when Furnlink sends an email to the Customer, so Furnlink may collect and review that information (collectively Personal 27. Information)

If the Customer consents to Furnlink's use of Cookies on Furnlink's website and later wishes to withdraw that consent, the Customer may manage and control Furnlink's privacy controls via the Customer web browser, including removing Cookies by deleting them from the browser history when exiting the site.

The Customer agrees that Furnlink may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:

27.2 (a) to assess an application by the Customer; and/or (b) to notify other credit providers of a default by the Customer, and/or collections of the control of 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 27.3 the Customer's repayment history in the preceding two (2) years.

- (d) to assess the creditivorthiness of the Customer including 27.3 the Customer's repayment history in the preceding two (2) years.

 The Customer consents to Furnlink being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.

 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 27.4 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

 (e) enabling the collection of amounts outstanding in relation to the Goods.

 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.

 The information given to the CRB may include:

 (a) Personal Information as outlined in 24.3 above;

 (b) name of the credit provider is a licensee;

 (d) type of consumer credit;

 (e) details concerning the Customer's application for credit (e) details concerning the Customer's application for credit (e) details concerning the Customer's application for credit (e) details concerning the Customer's application for credit

- - type of consumer credit; 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), advice of consumer credit defaults (provided Furnlink is a member of an approved OAIC External Disputes loan 27.9 Resolution Resolution Scheme), 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); information that, in the opinion of Furnlink, the Customer (q)
- has committed a serious credit infringement; (h) advice that the amount of the Customer's overdue 27.10 payment is equal to or more than one hundred and fifty dollars (\$150).
- The Customer shall have the right to request (by e-mail) from
- (a) a copy of the Personal Information about the Customer retained by Furnlink and the right to request that Furnlink correct any incorrect Personal Information; and
- (b) that Furnlink does not disclose any Personal Information about the Customer for the purpose of direct marketing. Furnlink will destroy Personal Information upon the Customer's request (by e-mail) or if it is no longer required unless it is required to fulfill the obligations of this Contract or is required to be maintained and/or stored in accordance with
- 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 reach a decision on the complaint within thirty (30) days of receipt of the complaint. If the Customer is not satisfied with the resolution provided, the Customer can mal a complaint to the Information Commissioner www.oaic.gov.au

Service of Notices

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;
 - if sent by email to the other party's last known email
- access.

 An onlice 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.

- Trusts

 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 Furnilank may have notice of the Trust, the Customer covenants with Furnilank 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;

 (b) the Customer will not without consent in writing of Furnilank (Furnilank 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 resettlement of the trust property.

(iv) any resettlement of the trust property.

General

Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing settling out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fall to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues. 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 enforceablity of the remaining provisions shall not be affected, prejudiced or impaired. 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, 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 Bundaberg Courts in Queensland being the state in which Furnlink has its principal place of business. These terms prevail over all terms and conditions of the Customer (even if they form part of the Customer's purchase order).

terms and conditions of the Customer (even it they form part of the Customer's purchase order). Subject to clause 19, 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). Furnlink may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.

and/or obligations under this Contract without the Customer's consent.

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

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.

The Customer agrees that Eurolink may amend their general.

authority of Furnlink.

The Customer agrees that Furnlink may amend their general terms and conditions for subsequent future Contracts with the Customer by disclosing such to 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.

Neither are yealth be liable for any default due to any set of

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, cool, war, terrorism, srinke, lock-out, industrial action, fire, flood, storm, national or global pandemies and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Michaelle of the cause) because the second translation of the cause the cause the cause of the cause the cause the cause of the cause the cause the cause of the cause the cause of the cause the cause of the caus Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the

Customer to make a payment to Furnlink. Both parties warrant that they have the power to enter 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 The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and Delivery of any assignment or other document entered, for the purpose of, implementing any