

Terms and Conditions of Trade

for:

R & B Partners Pty Ltd trading as

The Cabinet House / Cabinet House

(V032023)

Page 1 of 19



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Table of Contents

DEFINITIONS:.....	3
TERMS OF TRADE - GENERALLY	4
PRICE AND PAYMENTS	6
PAYMENT TERMS	7
PPSR:	9
SECURITY FOR PAYMENT: (Commercial Credit Accounts Only).....	10
EVENTS OF DEFAULT (Commercial Credit Accounts Only)	10
DELIVERY AND RISK.....	11
INSTALLATION	13
WORK HEALTH AND SAFETY ACT 2011, (WHS Act 2011).....	14
KITCHEN/CABINETS/ITEMS DESCRIPTION	14
WARRANTIES.....	16
INTELLECTUAL PROPERTY	17
PRIVACY:.....	17
GENERAL MATTERS.....	18
CLIENT ACKNOWLEDGEMENTS.....	18
CLIENT AGREEMENT.....	19



Terms and Conditions of Trade

- The following Terms and Conditions of Trade apply to all products and services provided by R & B Partners Pty Ltd trading as Cabinet House.
- All work is carried out by Cabinet House on the understanding that the client has agreed to and understood the following Terms and Conditions outlined by Cabinet House.
- All designs, drawings, sketches, images, and documents supplied by Cabinet House remains our property.
- All goods remain the property of Cabinet House until paid for in full.

These definitions are part of the Terms and Conditions of Trade.

DEFINITIONS:

- "Terms and Conditions of Trade" or "T&Cs"
- "Customer" or "client" or "you" or "your" or "customer" etc, means the persons or entity referred to in our Quotation as our client.
- "R&B Partners" or "Cabinet House" or, "us" or "we" means R & B Partners Pty Ltd or any other trade name or brand under the ACN 615 168 897 used by us from time to time.
- "Quotation" or "Quote" or "Order" means the quotation for the supply and/or installation of the Kitchen/Cabinets/Items any other requirement we have agreed to carry out for you the client as described in the Quotation.
- "Kitchen/Cabinets/Items" means the cabinets, drawers, overheads, bench tops and other directly related items, including but not limited to integrated hardware, splashback and lighting described in the Quotation but does not include supplied items by you the purchaser.
- "Item/s" or "goods" refers to any products/cabinetry made by us for you the client including but not exclusive to: kitchens, bathroom vanities, laundries, cabinets, walk in robes, shop/commercial fit outs, TV units, flat packs, etc.



– “Product Warranty” means our Kitchen/Cabinetry or any other good we may supply – warranty.

– “Purchaser Supplied Items” means white goods or brown-ware items (such as ovens, hobs and refrigerators) which you will pay for and supply specifications to us for inclusion in the Kitchen/Cabinetry design as described in the Quotation.

– “Site” means the physical premises where the Kitchen/Cabinetry/Items is to be delivered/ installed and as required includes all access ways.

TERMS OF TRADE - GENERALLY

1.1 Amendment: We can amend these terms of trade from time to time by posting the new terms on our website. They will apply to any subsequent contract entered into with us but will not affect a contract already entered into with us which will override any version on the website or any specific variation of our terms of trade used for that contract.

1.2 Quotation: This is the basis of the contract between you the client, and Cabinet House. At the time of proposal, Cabinet House, will provide the client with a written estimate or quotation outlining the specifications of the project.

A copy of the written estimate or quotation will be sent or presented to the client setting out what we will and will not provide and our payment terms as per clause #3. If the client wishes to proceed with the order, the payment of a 1st Instalment Payment will indicate acceptance of the Quotation and T&C’s with or without a signature. This action binds the client to accept Cabinet House Terms and Conditions of Trade.

It is the client’s responsibility to ensure all aspects and details of the project are correct prior to accepting the quote. Any alterations must be sent to Cabinet House in writing prior to the changes taking place. No verbal agreements or instructions will be carried out unless it is received in writing by Cabinet House and approved by us. Any alterations made to the finalised project specifications or shop drawings after the client has signed off, will incur a processing fee. These fees are subject to the scope of the work based on the time, scale and re-occurrence of variations.



Quotation prices are fixed for 30 days from the time it is presented to the client. Cabinet House reserves the right to adjust prices according to any trade/supplier increases after this period. The client will be notified of any such increases prior to commencement.

1.3 Contract formation: The Quotation is subject to these Terms of Trade. The Quotation, the Terms of Trade and our Product Warranty are the only basis on which we are supplying the Kitchen/Cabinetry/Items to you. No oral or written communication with you will apply unless it is clearly set out in the Quotation. Our terms of trade apply if there is any inconsistency between the client's requests and the Quotation. Our **contract with you is formed** when you accept the Quotation within the acceptance period by signing and returning it together/or with the 1st instalment paid in cleared funds.

1.4 Design: We will design the Kitchen/Cabinetry/Items to your requirements as accepted by you in the Quotation. If you or a third party at your request provides the Kitchen/Cabinetry/Items design, we will manufacture the Kitchen/Cabinetry/Items to that design, but we are not in any way responsible for any problems they may arise from this form of process including time/budget blowouts. All designs, images, sketches, and documents supplied by us remains our property. Any costs incurred by a third-party designer, lies with you the client. Cabinet House are not responsible for any deadlines that have not been met due to third party (eg: architect/designer/builders) lack of communication, or design changes they have made. Once changes are made we cannot guarantee to meet the original deadline outlined in the Quotation. If the client wishes for us to carry out design works this will incur additional fees, these fees are subject to the scope of the job.

1.5 Site Responsibility: Unless specified in the Quotation you are responsible for all planning, building and other consents and permits and for providing the Site to us ready for delivery and prompt installation of the Kitchen/Cabinetry/Items by co-ordinating all other work and trades on Site. The Site must be clear from obstructions, building materials and debris. Failure to do so may result in all items returning to our factory, which will result in additional delivery/ handling fees, and time delays. We hold no responsibility for unpreparedness of the delivery/installation site. We hold no responsibility for additional fees resulting in site unpreparedness.



1.6 Variations: If you want to vary our contract with you, you must ask us to do so in writing. If the requested variation affects the price of the Kitchen/Cabinetry/Items or its estimated date for completion then, within the period of 10 working days after we receive your request, we will advise you in a written variation notice of the building work and any consents required for the variation, (including the effect on existing consents, if any, for which you remain responsible), the effect on the agreed price for the Kitchen/Cabinetry/Items by way of increase or reduction, any material effects on our Product Warranty, and any effects on the estimated date for completion of the Kitchen/Cabinetry/Items. You can then agree to the variation by countersigning our variation notice or responding in writing in which case our contract with you is appropriately amended. Any variations including but not limited to design, materials and labour – from the original quoted design needs to be paid **up front and in full** for us to commence work.

PRICE AND PAYMENTS

2.1 Quotation price: The price for the Kitchen/Cabinetry/Items is as set out in the Quotation and in any agreed variation and is inclusive of GST unless stated otherwise. The price is based on our Site visit and the Kitchen/Cabinetry/Items design and is based on our current rates and costs. The price includes freight and insurance to the point of delivery to the site. If, after the formation of the contract, you want to vary what is set out in the Quotation as provided for in clause 1.6, and we accept the variation we will adjust the price by reference to our then current rates and costs including any indirect costs such as revised delivery dates. Prices in the quotation expire 30 days after date of issue.

2.2 Purchaser Supplied Items: Generally: You the purchaser are responsible for the procurement, payment, and prompt supply of all Purchaser Supplied Items. It is up to you the purchaser to ensure all appliances, fittings, and additions to be of sound condition, meets the requirements and due specifications for the project, and provide exact measurements and/or dimensions of any appliances, fitting and additions in writing to Cabinet House. Cabinet House hold no responsibility for incorrect product purchases by the client which may result in unsuitable measurement allowances of the goods we supply. Any costs involved with Kitchen/Cabinet/Item return,



reconfiguration, and consequent delivery due to inaccurate or incorrect supplied items will be the sole responsibility of you the client.

2.3 Purchaser Supplied Items Delay: It is your sole responsibility to provide all relevant documentation including model numbers and the specifications of any items to be built into, or information that affects the suitability or construction of the joinery making up the Kitchen/Cabinetry/Items. Any information not confirmed or items to be supplied or selected by you at the date of our contract must be confirmed in writing by you allowing enough time for the items to be ordered and delivered to our factory, or to achieve the agreed installation date. If the unconfirmed items or information are received too late to achieve the installation date, you agree to pay any additional costs incurred by us in fitting or installing the Purchaser Supplied Goods at the Site at a later date. We hold no responsibility for delays, deadlines not being met, misinformation, and miscommunication on supplied items provided to us by you or any third party.

PAYMENT TERMS

3.1 Staged Payments of the Price: The plus GST price for the Kitchen/Cabinetry/Items is to be paid by you as follows unless specifically stated in the Quotation or agreed upon outside of these terms:

Private and Commercial Projects:

1. **30% 1st Instalment:** 30% of the price upon acceptance of the Quotation. This payment confirms your order for the Kitchen/Cabinetry/Items in our production planning.
2. **60% Progress Payment:** This progress payment will be invoiced and become due prior to all assembled goods leaving the factory and/or being installed. If you the purchaser are unable to or fail to complete this progress payment as per terms for your Kitchen/Cabinets/Items for any reason within this time frame then penalty rates, storage, labour charges and futile delivery charges may be added to your project costs. This may also result in install date/delivery delays based on next available spots in the schedules.
3. **10% Final Instalment:** Upon installation of the Kitchen/Cabinetry/Items to the Site we must receive the balance of the price (10%). A failure to pay within terms on completion of installation will result in further costs.



Flat Pack Projects:

Please note that Flat Pack orders must be completed using the Flat Pack Order forms or Drafting and Administration fees may be added.

1. **50% 1st Instalment:** 50% of the price upon acceptance of the Quotation. This payment confirms your order for the Kitchen/Cabinetry/Items in our production planning.
2. **50% Final Payment:** This Final payment will be invoiced and become due prior to all goods leaving the factory via delivery or client pick up. If you the purchaser are unable or fail to complete this final payment as per terms for your Flat Pack Items for any reason then penalty rates, storage, labour charges and futile delivery charges may be added to your project costs. This may also result in pick up/delivery delays based on next available spots in the schedules.

Projects value less than \$2500:

1. **Full Payment:** 100% of the price upon acceptance of the Quotation. This payment confirms your order for the Kitchen/Cabinetry/Items in our production planning.

3.2 Remedial Work: The client and a representative from Cabinet House must inspect the cabinetry within 2 (two) days of installation. The Client must notify the Cabinet House representative of any alleged shortage in quantity, damage or failure to comply with the description. The Client must notify Cabinet House in writing within 7 (seven) days of any functional problems. The Client shall afford Cabinet House an opportunity to inspect the Kitchen/Cabinetry/Items within a reasonable time following installation if the Client believes the Kitchen/Cabinetry/Items are defective in any way. If the Client fails to comply with these provisions the Cabinetry shall be conclusively presumed to be in accordance with these terms and conditions and free from any damage. The Client hereby agrees that in the event remedial work is required for work completed to date, the Client or the Client's project manager shall only hold back the value/amount (agreed by both parties) of having the work replaced and not the entire due payment. The balance must be paid on receipt of our invoice or payment claim. Cabinet House does not authorise the client to withhold any part of the final payment after the work in question has been resolved/rectified.



3.3 Failure or delay in making payments: Any failure or delay by you in making payments to us will give us the right to suspend our contract with you until you make the payments to us in full. Any failure or delay may cause Cabinet House to terminate the contract, without refund of previous payment to cover all administration and material costs.

3.4 Late payment fee and recovery costs: We will charge you interest on the unpaid monies/accounts at a **daily rate of 3% over** the best commercial overdraft rate available from our bankers from time to time as a late payment fee, from the due date until the date of payment in cleared funds. We may also add to the due sum all costs and charges incurred by us in recovering the unpaid money, including collection and lawyer's fees and all other related costs and expenses of any kind, including additional storage charges as required per day.

3.5 Invoices: Any payment claim we present to you the client is under and in accordance with the Building and Construction Industry Security of Payment Act 2002 (SOPA)

PPSR:

Personal Property Securities Act 2009 (PPS Act) and Personal Property Securities Register (PPS Register).

4.1 Definitions: All terms in this clause have their meanings in the PPSA and section references are to those sections in the PPSA.

4.2 PPSR: Cabinet House may choose to register a PPSR interest in the Kitchen/Cabinetry/Items supplied by us to you and any of its proceeds to secure the purchase price for the Kitchen/Cabinetry/Items and any additional costs related to the contract for its supply to you. You agree that we may register a PPSR under the PPSA.



SECURITY FOR PAYMENT: (Commercial Credit Accounts Only)

5.1 Agreement to mortgage and caveat: In order to secure any money owed by you to us in respect of the Kitchen/Cabinetry/Items, you agree that we have the right to register a mortgage or a caveat over any real property owned by you, whether or not it is the Site, and to add the costs and expenses of doing so to that money owed by you to us.

5.2 Release of mortgage and caveat: We will release any mortgage or caveat once you have paid all the money due to us.

EVENTS OF DEFAULT (Commercial Credit Accounts Only)

If applicable, an invoice or account shall be considered in default if it remains unpaid for 30 days from the date of invoice.

6.1 Immediate payment due: All payments in respect of the Kitchen/Cabinetry/Items will become immediately due to us and we may at our option suspend or terminate our contract with you and exercise any of our rights including those under clauses 4 and 5 in the event that:

1. You fail to make any payments on their due date;
2. You breach any other material term of our contract with you after we have given you 10 days written notice of the default and what you need to do to remedy it and you fail to do so within that time;
3. A receiver, manager or administrator is appointed over your assets or undertaking or any substantial proportion of them;
4. An application for the appointment of a liquidator is filed against you which remains unsatisfied for a period of 10 days, or any of the conditions necessary to render you liable to have a liquidator exist or a liquidator is appointed;
5. You go into voluntary liquidation, amalgamate with another company, or acquire your own shares in accordance with the Companies Act 1993;
6. You suspend payment to your creditors or make or attempt to make an arrangement or composition or scheme with your creditors;
7. You become insolvent within the meaning of the Insolvency Law Reform Act 2016 or, become, or are presumed to be, unable to pay your debts



as they fall due as defined in section 287 of the Companies Act 1993 or you commit any act of bankruptcy.

8. Cabinet House shall be considered irrevocably entitled to enter the property/properties holding the goods we have manufactured/supplied/installed for the purpose of removal and recovery of R & B Partners' and the client's material from any and all premises until the amount due has been fully paid. This includes any and all work we have completed on monies due or paid for services including, but not limited to materials, construction, delivery, installation, sub-contractors, alterations, repairs, and maintenance. The client, as well as our client's client, relinquishes all rights to press trespassing or any other charges in these rare circumstances. Removal of such materials does not relieve the client of their obligation to pay the overdue amount. Clients whose accounts are in default, agree to pay Cabinet House, legal expenses and third-party collection agency fees in the enforcement of these terms and conditions.

DELIVERY AND RISK

7.1 Delivery date: Once the first instalment payment has been received by us we will commence the production process, and provide you with a final Site measure date and the projected delivery date for the flat pack or installation of the Kitchen/Cabinetry/Items at the Site. Any delivery date specified by us to you is only an estimate.

The client must ensure that access to the site is available and deemed safe and acceptable for the delivery and subsequent unloading, moving and installing of the Kitchen/Cabinetry/Items at the Site. Failure to provide adequate conditions may result in actions as per clause 7.4.

Delivery may be affected by; delay from client purchased goods, delay in payments, extreme weather conditions, site access issues, or failure by you or your contractor/architect/designer to obtain relevant consents and approvals, or any other matter outside of our control including delivery of goods to us by a third-party supplier, and machinery/vehicular breakdowns etc. Any variations to the original quotation will void the original delivery date



7.2 No liability for late or non-delivery: We are not liable for any late or non-delivery unless such failure is a direct result of something we have done or not done within reasonable limits.

7.3 Delivery defined: Delivery will be made or be deemed to be made by us when the Kitchen/Cabinetry/Items arrives at the delivery Site, whether in one or more instalments and if no Site is specified, delivery will occur when the Kitchen/Cabinetry/Items is dispatched from our premises.

7.4 Failure to deliver: If you or the client or the client's contractors, agents or employees refuse, are unable or unwilling for any reason to accept the delivery in whole or in part, whether because the site is unavailable or delivery cannot occur for some reasons beyond Cabinet House's control, the goods will be deemed to have been delivered and will incur a futile charge.

A futile charge is equivalent to the original delivery costs, and we may also charge you at our current **daily rate** for storage of the Kitchen/Cabinetry/Items for each day that it remains undelivered, depending on the volume of works.

7.5 Risk: The Kitchen/Cabinetry/Items is at (you) the client's risk once delivered to the Site. You should make sure that you have appropriate insurance cover. All goods supplied by us are at the clients' own risk upon delivery to site whether they be installed or uninstalled, this includes third-party damage or theft of goods from the delivery vehicle. It is up to the client to make sure appropriate insurance cover is taken out.

1. Cabinet House will insure all Kitchen/Cabinets/Items, work, materials against any loss or damage by theft or fire whilst in our possession to the full insurable value. We are not however responsible for any loss of income, fees, costs, liabilities, and matters (including costs associated with timeline blowouts) that are directly or indirectly affected by the loss or damage to Kitchens/Cabinets/Items that due to flood, fire or theft whilst Items are in our possession.
2. In the event of theft, flood, or fire damage, Cabinet House and you the purchaser/client will mutually agree on how to proceed with the completion of Quotation/Order or subsequent cancellation. Any monies/proceeds from insurance payout will be held in trust by Cabinet



House's solicitors for both Cabinet House and the purchaser pending accounting between the two parties.

INSTALLATION

8.1 Site readiness generally: You must make the Site ready for installation of the Kitchen/Cabinetry/Items at its indicated date. If you fail to do so this will affect the installation date. We are not responsible for any consequential costs and expenses that result from this.

1. The client needs to ensure that 240V Power supply is available on site during the installation timeframe.
2. The client needs to ensure that sufficient lighting must be available on site during the installation timeframe.
3. The client needs to ensure that sufficient amenities are available on site during the installation timeframe.

8.2 Site readiness: Matters for which we are not responsible: Unless specifically set out in the Quotation, we are not responsible for plumbing, electrical work, appliance installation, ducting, skirting, bench top scribing, silicone work, flooring, tiling, painting, decoration, splash back, benchtop installation, or any other construction work including (without limitation) the stripping of old tiles or floor coverings and the removal of any existing Kitchen/Cabinetry units, or other obstructions from the Site. You must remove those items and other obstructions from the Site and surrounding area(s) prior to the anticipated delivery date unless otherwise outlined in the Quotation. Failure to do so will result in additional costs.

8.3 Site readiness: Structural matters: We are not responsible for making good any defects in the structure of the walls, ceiling and floor making up the structures on the Site that will support the Kitchen/Cabinetry, for the removal of old cabinetry or other items, or for the installation of Purchaser Supplied Items (unless part of the Kitchen/Cabinetry and dealt with in the Quotation). If any additional works are required to be carried out and we agree to carry them out to remedy any defects, remove cabinetry, install appliances or otherwise compete for work that was not included in the Quotation, the costs of obtaining building consents and completing this work will be for your account and charged at our then current rates. In the event where site



readiness results in the inability to carry out installation, and the return of Items to the factory, additional fees will be charged to you the client.

8.4 Site readiness: All care is given by us to you the client during the installation process. If the client deems that floor covering or other chattels require protection, then it is up to the client to provide protection (floor coverings/ram board/drop sheets etc) at their own cost. In the event where the paint, painting equipment, boxes, bricks, plaster, tools etc, we hold no responsibility of damage to flooring, plasterwork, tile work, appliances, lighting, paintwork, Kitchens/Cabinetry/Items in the event where we have installed Kitchen/Cabinets/Items, as well as circumstances where other trades have come in after us but prior to you the client checking Items that we have installed. We hold no responsibility for the repair of our works, damaged by other trades.

WORK HEALTH AND SAFETY ACT 2011, (WHS Act 2011)

9.1 Mutual responsibilities under the WHS Act 2011: We will each be responsible for our respective obligations under the WHS Act 2011 and ensure that our workers and officers as defined in the WHS Act 2011 comply with their obligations under the WHS Act 2011. To the extent that you may have any such responsibilities, so far as is reasonably practicable, you must eliminate or minimise risks to health and safety in respect of the Site.

KITCHEN/CABINETRY/ITEMS DESCRIPTION

10.1 Quotation: The Kitchen/Cabinetry/Items will be manufactured in accordance with the Quotation. It refers to drawing design measurements and component descriptions. The following clauses explain and qualify those items in the Quotation and must be read with the Product Warranty.

10.2 Natural Materials and Finish Awareness: You agree that stone and timber and other source materials for the Kitchen/Cabinetry/Items are made from natural materials that will have variations in colour, grain, texture and shade which are not treated in the Kitchen/Cabinetry/Items supply industry and market as defects in those stone and timber source materials. You agree that those variations are inherent, and the outcome cannot be controlled in use of such products. Any variations regarding natural products stated above



does not allow you to terminate payment of our contract with you or to obtain any refund or damages for breach of contract or our Product Warranty.

1. As a natural material, all Timber is affected by exposure to light, heat and harsh chemicals. It is also naturally affected by moisture and seasonal changes in humidity. Timber will naturally contract (shrink) in low humidity and expand in high humidity conditions. Mitred door styles and solid Timber centre panels tend to exhibit more noticeable changes and subtle movement in humid conditions.
2. All Finishes: Timber products, including cabinet doors, drawer fronts and face frames, will always be affected by environmental conditions. Cabinet finishes are also affected by artificial and natural light and heat sources. Over time, cabinetry finishes will darken or mellow. Cabinet House adheres tightly to an acceptable range of colours for each of our furniture finishes and within this range, natural variation will occur, although it will be slight.

As Timber naturally expands and contracts over time, this movement may cause hairline cracks in the finish surface over time at the joints. This will be most noticeable in some of our more semi-opaque and painted finishes. These are the natural characteristics in Timber and are not a reflection of poor craftsmanship. These natural characteristics cannot be deemed as a reason for product replacement.

1. Prolonged exposure to tobacco smoke will discolour lighter White and Cream-based finishes and 2 Pack door finishes. Cabinet House cannot warrant finish distortion based on prolonged exposure to these conditions.

10.3 Samples: Any samples of components or materials for the Kitchen/Cabinetry/Items shown to or inspected by you are acknowledged by you to be only for the purpose of giving you a guide as to the completed Kitchen/Cabinetry and are not a sale by sample.

10.4 Kitchen/Cabinetry/Items size and join marks: Site access and doorways will affect the size of materials used in panels, cabinets, bench tops, marble work and other items making up the Kitchen/Cabinetry/Items. You agree that it may be necessary for us to divide up the Kitchen/Cabinetry/Items and add joins to these items to complete the manufacture and installation of the Kitchen/Cabinetry/Items and that they may be visible as a consequence.



Your agreement as to no termination or claims in clause 10.2 also applies to this clause.

WARRANTIES

11.1 Our Quality Commitment: Unless otherwise specifically provided in the Quotation, we will supply the Kitchen/Cabinetry/Items and any ancillary installation services in accordance with the following:

1. In respect of all externally supplied components of the Kitchen/Cabinetry (such as glass and hardware) in accordance with their manufacturers' or suppliers' warranties, if transferable or assignable to you.
2. In respect of the remainder of the Kitchen/Cabinetry/Items, will be in accordance with our Product Warranty.
3. In respect of the ancillary installation services for the Kitchen/Cabinetry/Items, that they will be carried out with reasonable skill and care.

11.2 Qualifications and other obligations, warranties and guarantees: Our supply of the Kitchen/Cabinetry/Items is subject to the implied obligations, warranties and guarantees set out in the following clauses, which contain exclusions of liability to the extent permitted by law:

1. **Sale of Goods Act 1896 (Qld):** The provisions of this Act are excluded entirely whether or not in respect of contracts to which the Australian Consumer Law applies.
2. **Australian Consumer Law:** The provisions of this Law are excluded in respect of the supply in trade of the Kitchen/Cabinetry and ancillary services. The provisions of the Law are not otherwise excluded.
3. **Fair Trading Act 1989 (Qld):** The provisions of this Act including sections 8, 12A, 13 and 14(1) are excluded in respect of the supply in trade of the Kitchen/Cabinetry and ancillary services.
4. **Queensland Building and Construction Commission Act 1991 (QBCC Act):** The provisions of this Act are not excluded but the installation, delivery and payment provisions in our contract with you override its provisions.
5. **Building Act 2004 as amended by the Building Amendment Act 2013 ("the Act") and the Building (Residential Consumer Rights and Remedies Regulations 2014 ("the Regulations")):** These contain



disclosure requirements and implied warranties for residential building contracts relating to compliance with any building consents and warranties which are also dealt with this in our contract and our Product Warranty.

11.3 Further qualifications: Our express and implied obligations to you are also subject to the following:

1. We do not warrant any Purchaser Supplied Items.
2. We do not promise that the Kitchen/Cabinetry/Items will achieve any particular level of performance or usability, which are subjective factors.
3. If you do not follow any operating instructions for the Purchaser Supplied Items their manufacturer's warranties may not apply.

INTELLECTUAL PROPERTY

12.1 Ownership: We own all the intellectual property (including copyright) in the designs for the Kitchen/Cabinetry/Items and if you commission us to produce a design for you by agreeing to these Terms of Trade you assign to us all your copyright (and other intellectual property) irrevocably, for all purposes, throughout the world.

12.2 Indemnity: Where you or someone at your direction gives us a design or instruction to follow, you agree to make sure that we do not incur any losses of any kind (an indemnity) because the design or instruction breaches the intellectual property rights (including copyright of any other person).

PRIVACY:

13.1 The Client hereby authorises the Contractor to collect, retain, record, use and disclose commercial and/or consumer information about the Client's creditworthiness, credit standing, credit history or credit capacity, in accordance with the Privacy Act 1988, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Contractor, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.

13.2 The Contractor may give information about the Client to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the



Client's credit file. This information may be given before, during or after the provision of credit to the Client and will be in accordance with the Privacy Act 1988 and subsequent amendments.

GENERAL MATTERS

14.1 These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Cabinet House reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice. In the event of any contractual inconsistencies between parties, you agree that the Cabinet House Terms of Conditions shall prevail.

Copyright on all information including but not limited to, images, designs, text, information, logos belong to Cabinet House. All rights reserved.

14.2 If the client directs Cabinet House or its employees to make additional site visits these may incur extra costs depending on the location. Sites may incur a travel fee based on time travelled and costs to and from the Factory/showroom. These incidences do not include initial consultation, site measure, delivery, install/s, or initial defect identifications/correction.

14.2 CANCELLATION CHARGES

You have a five (5) day right to rescind or cooling off period on this agreement.

In the event that you choose to cancel your order(s) within the "right to rescind" period, a 50% cancellation fee of any monies paid will be charged. This fee is to cover any incidentals that Cabinet House will or has absorbed.

If the order has been placed for materials, or if the order goes into production, Cabinet House will not issue refunds even if it is within the 5 days "right to rescind" period.

CLIENT ACKNOWLEDGEMENTS

15.1 Imperfections on bench tops and 2 pack paintwork may be evident in certain light. In most cases, this will be accepted industry standards and the Client agrees to this assertion.



15.2 Cabinet House reserves the right to use the services of sub-contractors, agents and suppliers and any work, services and usage is bound by their Terms and Conditions.

In the event of any circumstances that are out of our control such as problems with water supply, power supply, subcontractors, discovery of asbestos (in which case work will cease) the client acknowledges that any cost involved with rectifying the problems lies with the client and Cabinet House is in no way responsible.

15.3 In the event of Cabinet House cause loss or damage to the client property as a result of our negligence, our liability shall be limited to making good the damaged area only.

If we cause damage as a result of moving goods under your instruction, and where moving the goods in the manner instructed is likely to cause damage, we shall not be liable.

In the event that any white goods or furniture needs to be removed or shifted by Cabinet House, we take no responsibility for any unfortunate damage that may occur during this process.

15.4 The Client shall give Cabinet House access and all rights to photograph the completed kitchen/cabinetry/items including the delivery and install stages. These photographs may be used in the Cabinet House's promotional and/or advertising material.

CLIENT AGREEMENT

I have read, understood and agree to these Terms and Conditions outlined in this document and acknowledge that any payment made to Cabinet House is acceptance of these in full.

