



TERMS & CONDITIONS

QUOTE VALIDITY:

NOTE: Due to volatility in global markets, quotes are strictly valid for 30 days only.

PLACING AN ORDER:

LEAD TIME:

Quoted lead times are indicative only and listed on each product item. Please check prior to ordering for the latest information. If your order is placed at peak periods and for items with imported content, by overseas holiday interruptions to manufacturing and shipping. Unfortunately, even confirmed lead times can be extended because of risks with freight delays and delays in the supply of 3rd party fabrics which are out of our control.

PLACING AN ORDER:

If you wish to go ahead with the quote, please reply to email with quote attached confirming order and provide the below details.

- PO or Reference number (if applicable)
- Full delivery address
- Site contact (name and contact number)
- Site access details
- 100% Payable on invoice prior on Order
- Indent items 100% Payment on Order
- Payments with Credit Card have 1.5% surcharge applied
- Special terms only available for our customers only with a pre-approved credit account:

Payment Terms #1 Orders Less than or equal to \$10,000 – 100% Payable on Order

Payment Terms #2 Orders between \$10,000 and \$150,000 – 50% Deposit payable on order, 50% payable once products are ready for shipment from manufacturer.

Payment Terms #3 Orders \$150,000 and over – 50% Deposit payable on invoice and staged off site payments as goods are ready for shipment from the manufacturer.

Due to the current heightened financial risks particularly in the construction industry, the following additional Payment Conditions exist:

1. Insurances: Payment Terms above are subject to Winya's ability to insure the customer's Invoice. Where credit cannot be insured through Atradius (<https://atradius.com.au>) full payment may be required upon order or prior to processing the order.
2. Security on Deposits; For large projects Winya can supply PPSR (<https://www.ppsr.gov.au>) on the goods so that you have security as a risk mitigation on your deposit if required.
3. Winya will not organise a bank guarantee. If a Bank Guarantee is required by the customer as a security against the Deposit paid, Winya will require a customer Bank Guarantee to the full value of the Contract to cover Winya's risk and working capital needs on your project.
4. Winya There is no allowance for Retentions or Liquidated damages within this proposal.
5. Delivery and Installation Site Requirements where there are Building Works: Due to safety requirements, installers cannot start work on site until ceiling closed, floor coverings down and painting completed.
6. Non stocked, made-to-order products are non-returnable once the manufacturing process has started.
7. The installation will take place during normal working hours (unless specified). If you require out of hours or weekend installation, please specify.
8. Manufacturing of goods will commence once a deposit has been received.
9. Images used within this proposal are for reference purposes only.
10. By placing this order, you accept that you have read and understood our Terms and Conditions.

STANDARD TERMS & CONDITIONS OF SALE:

By accepting the quotation ("the Quote") attached to these "Standard Terms and Conditions", and or the invoice ("the Invoice") attached to these Standard Terms and Conditions, the Buyer agrees with Winya Indigenous Office Furniture Pty Limited (ABN 97 604 704 065) ("Winya") that the Quotation and / or Invoice are governed by the following terms and conditions

1. QUOTATIONS:

This quote, any and all pricing and discounts contained herein, and any related proposals or correspondence between Customer and Winya Indigenous Office Furniture Pty Ltd shall be considered confidential information. Customer agrees to hold such information in strict confidence and not to disclose it to any third parties.

- (a) Winya may provide a quote to the Buyer for any goods or services at the Buyer's request.
- (b) Such quote shall be accompanied by these Standard Terms and Conditions.
- (c) A quote is valid for thirty (30) days or such other period as specified within the Quote.
- (d) In case there is a significant change, more than +/- 3% in the price of the products, Winya may withdraw the quote and may offer a new quote based on increased / decreased price.
- (e) Winya may re-quote if the validity period has expired or the Quote has been withdrawn.
- (f) If the Buyer sends the Purchase Order after the quotation has expired, Winya may not accept the Order based on expired Quote and may issue another quote.
- (g) Prices specified in a Quote are exclusive of GST and other taxes, freight and other handling and delivery charges which will be separately quoted / invoiced.

2. ACCEPTANCE OF QUOTE AND ISSUE OF PURCHASE ORDER:

The Buyer shall accept the Quote

- Within the validity period of the Quote;
- By issuing a Purchase Order in favour of Winya referencing to the Quote number; and
- The description of goods / services should be same on both the Purchase Order and the Quote.
- Once paid deposit is non-refundable

3. RECEIPT AND ACCEPTANCE OF PURCHASE ORDER

On receipt of a Purchase Order, Winya shall inform the Buyer within 48 hours if there is any discrepancy in the description or details of the goods or services from the Quote and the Buyer shall amend the Purchase Order accordingly or inform the Buyer of acceptance of the Order

4. SHIPMENT AND DELIVERY

Upon acceptance of an order Winya shall seek confirmation of the period of shipment or delivery. If any variation has occurred in the quoted period, Winya will notify the Buyer. Unless the Buyer objects in writing within seven (7) days of such notification to the Buyer, the period of shipment or delivery notified to the Buyer shall be the contractual period for shipment or delivery. Winya reserves the right to charge for unusual delivery requests including but not limited to multi storey installations, above first floor with no lift, after hours delivery and couriers and to forward to the Buyer all delivery costs incurred based on delays if not advised within a reasonable timeframe by the Buyer.

5. SUPPLY

Winya shall supply the goods or services as requested in the Purchase Order of the Buyer in a professional and efficient manner. If there is any problem Winya shall inform the Buyer within 48 hours of becoming aware of such problem which might affect the delivery of the goods or services.



6. PASSING OF PROPERTY AND RISK

- (a) Goods supplied by Winya to the Buyer shall be at the Buyer's risk immediately upon delivery to the Buyer.
- (b) In the event that the Buyer requests storage of goods by Winya, Winya is entitled to invoice for the full amount of the order. Upon full payment risk of loss or damage to the goods passes to the Buyer despite the shipment not leaving Winya's premises.
- (c) Property in the goods supplied by Winya to the Buyer pursuant to these terms and conditions shall not pass to the Buyer until those goods and other goods supplied by Winya to the Buyer have been paid for in full.
- (d) The Buyer and Winya agree that the provisions of this clause apply notwithstanding any arrangement pursuant to which Winya grants credit to the Buyer.

7. INSPECTION AND ACCEPTANCE

The Buyer shall inspect all goods upon delivery, and shall within forty-eight hours of delivery give notice to Winya of any matter or thing by which the Buyer alleges that the goods are not in accordance with the Buyers order. Failing such notice and, to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by the Buyer.

8. TERMS OF PAYMENT

Upon successful completion of a credit application, payment by the Buyer for goods delivered and accepted is due within 30 calendar days of the end of the month in which the goods are invoiced. If the Buyer fails to make payment in accordance with this clause, all amounts owing by the Buyer to Winya on any account shall immediately become due and payable. Outstanding amounts shall bear interest of the rate of 10 per centum per annum calculated daily.

9. RETURNS

If the goods are delivered but not accepted by the Buyer or if the goods are delivered and are accepted by the Buyer but the Buyer requires goods to be returned under warranty, the following process shall apply.

- (a) Buyer must contact Winya and obtain a Return Authorization "RA" prior to returning goods. This is not an authority for credit claim. Must provide quantity, part number, date of manufacture/serial number to ensure product is within the warranty period,
- (b) Return freight is the Buyer's expense,
- (c) Products that are tested faulty will be repaired or replaced or credit raised at Winya's discretion.
- (d) Winya reserves the right to charge a handling fee equal to 10% of the price of the goods returned unless the Buyer is a Consumer for the purposes of the Trade Practices Act 1974 or similar State or Territory legislation. Products specifically purchased, manufactured, machined or cut to size or to the Buyer's specification are not returnable.

10. FORCE MAJEURE

If in the performance or observance of its obligations Winya is prevented, restricted or affected by reason of a force majeure including strike, lock out, industrial dispute, raw material shortage, breakdown of plant, transport or equipment, Covid19 related shipment delays, restrictions or lockdowns, or any other cause beyond the reasonable control of Winya, Winya may, in its absolute discretion give prompt notice of such cause to the Buyer whereupon Winya is excused from such performance or observance to the extent of such prevention, restriction or affectation.

11. DEFAULT OF BUYER

- (a) If these terms and conditions are not strictly observed by the Buyer, Winya may refuse to supply to the Purchaser and Winya shall not be liable to the Buyer for any loss or damage the Buyer may sustain as a result of such refusal.

- (b) The costs of collection of any moneys due and payable by the Buyer, including the fees of any Mercantile Agent or Solicitor engaged by Winya shall be payable by the Buyer.

12. BUYERS CANCELLATION

If Winya has incurred any costs or ordered any products or supplies to fulfill such order, the Buyer shall reimburse Winya for such costs.

13. WARRANTY

- (a) Subject to clause 14(c), all goods supplied are covered by such warranty as is specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.
- (b) The Buyer shall immediately notify Winya in writing upon discovery of any defect in the goods. The Buyer shall not carry out any remedial work to alleged defective goods without first obtaining the written consent of Winya to do so.
- (c) The only conditions and warranties which are binding on Winya in respect of the state, quality or condition of the goods supplied by it to the Buyer are those imposed and required to be binding by statute (including the Trade Practices Act 1974) and to the extent permitted thereby, the liability, if any, of Winya arising from the breach of such conditions or warranties shall at Winya's option be limited to and completely discharged by:
 - (i) the replacement of the goods or resupply of same by Winya;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacement of the goods; or
 - (iv) the payment of the cost of repair of the goods and otherwise all other conditions and warranties whether expressed or implied by law or otherwise in respect of the State, quality or condition of the goods which may apart from this clause be binding upon Winya are hereby excluded and negated. The Buyer expressly acknowledges and agrees that it has not relied upon and Winya is not liable for any advice given by Winya, its agents or employees in relation to the suitability for any purpose of goods or materials supplied by Winya.

14. LIABILITY OF COMPANY

Except as expressly provided herein and to the extent permitted at law:

- (i) Winya shall not be under any liability, whether in contract, tort or otherwise in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these Terms and Conditions prevents the exclusion, restriction or modification of such terms and conditions;
- (ii) Winya shall not be liable to the Buyer for any loss of profit howsoever arising nor shall Winya be under any liability whether in contract, tort or otherwise nor for any injury, damage or loss whether consequential or otherwise save as is expressly provided in these Terms and Conditions.

15. CREDIT REPORTING

Where goods are supplied to the Buyer on credit the Buyer irrevocably authorizes Winya, its employees and agents to make such enquires as it deems necessary to investigate the credit worthiness of the Buyer.

16. GOVERNING LAW

These terms and conditions and any contract including them shall be governed by the laws of the State of New South Wales in which Winya accepts the Buyers order and Winya and Buyer submit to the jurisdiction of the Courts of the State to New South Wales.