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## TERMS & CONDITIONS August 2014

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#### General

- Quotes are valid for 7 days from date of issue & are based on quantities outlined. Changes may affect pricing and should be requested.
- Prices are excluding GST unless otherwise specified.

#### Deposit & Payment

- 50% deposit required to process all orders, balance of payment due prior to delivery.
- Where a client has chosen Customers Own Material [COM] or Customers Own Leather [COL], a 70% deposit is required to process the order.
- If a client is not ready to take delivery of the goods, storage can be arranged [see Storage, below] but payment in full is required.
- Payment in full is required for stock orders where the goods are currently in Australia. Where the goods are allocated from incoming HUB stock orders, a 50% deposit is required with the balance payable prior to delivery.
- HUB accepts payment by cash, direct transfer, cheque or select credit cards including VISA, Mastercard, Bankcard and AMEX. Purchases that are processed via credit card, with a transaction value of greater than \$5000 including GST, will be subject to an additional 2% fee to be paid at the time of processing the credit card payment.
- Payment by AMEX attracts an additional 3% fee

#### Bank Guarantees

- Hub will not incur any costs or charges associated with the setup and maintenance of bank guarantees.

#### Receipt of Goods

- At the time of receiving your goods, you will be required to sign a Proof of Delivery (POD) confirming your goods have been received and you are satisfied they are either in perfect condition or in the case of receipt of ex display or sale items, in the condition in which they were purchased. All goods are inspected by HUB and/or our supplier prior to delivery, therefore any issues in relation to the condition of an item must be raised at the time of delivery, as claims will not be accepted once goods are received.

#### Storage

- In the event that a client is either not ready to accept receipt of goods, or delays receipt of the goods by more than 14 days, HUB will arrange storage that will be charged at \$30 (excl GST) per cubic meter or part thereof, per week.
- Payment in full is required for all goods to be stored.
- Storage fees will need to be settled quarterly or prior to delivery depending on which comes first.
- Storage is a service that is outsourced by HUB. The fee includes insurance costs whilst the goods are in storage.

#### Cancellation

- Orders that are delivered cannot be returned or exchanged unless they are faulty in which case they will be replaced.
- In the event that an order processed from existing stock is cancelled prior to delivery, a cancellation fee of 20% of the value of the order plus GST will be charged to cover administrative costs.
- Cancellation of all other orders will attract the following fees:
  - Goods not yet in production: 20% cancellation fee.
  - Goods in production: Either 100% of the value of the goods or 40-80% of the value of the goods if, at HUB's discretion, they can be taken into stock.
  - Goods in transit from supplier: 100% cancellation fee.

#### Lead Times

- Unless noted otherwise, lead times are generally anticipated to be 10 - 16 weeks from the date that the deposit is cleared in HUB's bank account.
- Lead times that are, either noted in writing or are provided in any other way by HUB will be subject to the lead time exceptions outlined below.
- All lead times are as accurate as possible and whilst we endeavor to meet anticipated lead times, HUB will not be responsible for extensions to lead times which, for various reasons, may occur.

#### Lead Time Exceptions

- For all suppliers, in addition to any stated lead times, please allow an additional 1-2 weeks where public holiday periods including Easter and Christmas fall within the standard lead time.
- For international suppliers, in addition to any stated lead time please allow an additional 4 weeks for orders placed between July 1<sup>st</sup> and August 25<sup>th</sup>, due to the European summer holiday closure period. If there is any uncertainty about whether a supplier is local or international, it is incumbent on the purchaser to seek clarification.
- Lead time exceptions will vary depending on the time of receipt of the 50% deposit payment. Please request confirmation of the likely lead time from HUB in writing if there are any concerns that the likely lead time may be problematic. It is in your interest to do so prior to forwarding a deposit to avoid incurring cancellation penalties.

#### Loan Items

- Where requested and if possible, HUB may offer loan furniture to clients to cover extended lead time periods.
- HUB reserves the right to select the loan items. Loan items may not resemble in style or type the items on order. Loan items may not fully cover the quantity of goods on order. No discussion will be entered into in relation to loan items that are offered.
- All loan furniture is offered subject to a loan fee that covers the cost of delivery to and from site and a nominal wear and tear fee of 10% of the value of the goods on loan, per week that the loan is required.
- All loan items will be delivered to site with a Conditions Report that must be signed at the time of accepting the goods.
- Any items that are returned damaged will be invoiced at their Retail Value less 20%.

#### Delivery within Australia

- Unless specifically noted, delivery and installation within Australia are not included.
- A quotation for delivery and/or installation can be provided on request.
- Delivery includes unpacking and rubbish removal and assembly, unless otherwise noted.
- Access limitations must be advised at the time of placing the order as deliveries that cannot take place due to access limitations are the responsibility of the purchaser.
- In the event that goods cannot be delivered due to access limitations, a suitable time for re-delivery will need to be arranged. In addition to the delivery charge associated with the unsuccessful delivery, a return to warehouse delivery charge and re-delivery charge will be payable, each equal to the value of the original delivery charge. In the event that the original delivery either was included in the cost of the goods, or was waived, the return and re-delivery charges will be calculated and invoiced.
- If delivery is not possible at all due to access limitations [including if a goods lift is too small or stair access is too tight], the goods will be taken back to storage and a return to warehouse delivery charge and storage fees will apply until the client advises HUB of their intentions in relation to the goods.
- Unless requested, delivery will be quoted assuming ground floor site location or sites accessible via a suitable goods lift. It is the responsibility of the purchaser to ensure that goods lifts are ready to take delivery at the agreed delivery time.
- First floor deliveries are not included in any delivery quotes unless specified. Further charges may apply but may be waived [at HUB's discretion] if the safe delivery of the goods is possible without delays of greater than 10 minutes. A judgment regarding the waiving of additional fees will be made on a case by case basis and HUB's decision will be final.
- In the case of delivery quotes for electrical items such as light fittings, installation is not included.

#### Design Services

- No conditions currently apply.

#### Delivery to Overseas Destinations

- Quotations for delivery to overseas destinations are available on request.
- Where overseas delivery is required, the price for delivery does not include unpacking, rubbish removal, assembly or installation, which is the responsibility of the purchaser.
- Where lighting is being supplied, HUB takes no responsibility for the suitability of the fitting in the country of destination. Any electrical works required to the fitting are at the cost and responsibility of the purchaser. The fittings are supplied as is and no claim for faulty globes or transformers will be entered into.
- Where lighting is being supplied, even where transformer and globe information is stated, it is intended for reference purposes only and all pricing assumes that the fittings are to be supplied without globes or transformers. Any globes or transformers that are included are included at no charge, therefore, no claim for faulty globes or transformers will be entered into.
- Whilst we do our best to investigate all government and other taxes and charges associated with deliveries to countries other than Australia, and whilst we seek to advise purchasers of such costs at the time of arranging delivery, any taxes or charges that are incurred by HUB as a result of overseas deliveries that are not allowed for in the original and agreed delivery charge will be on-charged to the purchaser at the time they are incurred, including any significant increases in delivery costs due to matters outside of HUB's control, such as changes to laws between the time of accepting the order and the time of delivery.
- In the case where additional costs are claimed by HUB, an explanation will be provided and the amount will be invoiced to the purchaser directly. Proof of the additional cost or charge can be requested and HUB will do its best to provide adequate documentation, but no discussions will be entered into. Any percentage mark-up that was applied by HUB to the original delivery charge will be applied to any additional costs incurred.

#### Light Fittings – Installation, Repair, Transformers and Globes

- All light fittings are sold excluding installation.
- HUB takes no responsibility for the suitability of the fitting or the impact that the fitting may have on existing or proposed circuitry or systems [such as CBUS systems]. It is incumbent on the purchaser to seek professional advice from a qualified electrician regarding the suitability and/or impact that the fitting may have.
- All lighting prices exclude globes and transformers. Any globes or transformers that are supplied are included at no charge and no claim for faulty globes or transformers will be entered into.
- Where a fitting is installed in a difficult access location [such as where scaffolding is required for access] and the fitting is found to be faulty or requires a replacement part [excluding light globes], and where the item is still under warranty, HUB will cover the cost of replacing the part and the part itself, but not the cost of accessing the fitting.
- Should HUB access the fitting and find the fault was a result of incorrect workmanship, the cost of parts and labor will be invoiced to the Purchaser or Client.

#### Tolerances

- All samples seen are considered indicative and small variations in colour, shade or grain may occur in different production lots. The client accepts these variations by making the order.
- Colour changes in all materials, be it wood, lacquer, glass, fabric or leather may occur over time and so in cases of completed works, or replacements, any difference in tone that may occur shall not be grounds for consideration or return of the product.

#### Warranties & Guarantees

- Available on request where a warranty or guarantee applies.

#### Customers Own Material [COM] or Customers Own Leather [COL]

- On some items HUB is able to accept COM or COL for upholstery. In such cases the purchaser must supply three [3] sample pieces of the COM or COL, each piece measuring no less than 100mm x 100mm [or larger where a repeat pattern exists]. One piece will be forwarded to the client, one will be kept on HUB's job file and one will be forwarded to the supplier.
- Whilst we and our suppliers do our best to advise on the suitability of COM and COL based on our experience and knowledge of the piece being upholstered, we take no responsibility for the suitability of COM or COL, even where a sample has been 'approved in principal' by the supplier as suitable for use. Full responsibility for the result of COM or COL upholstery remains with the purchaser.
- HUB applies a 20% handling charge to the cost of COM or COL [including freight where it is not included in the COM or COL cost].
- Where a client has chosen Customers Own Material [COM] or Customers Own Leather [COL], a 70% deposit is required to process the order.

#### Hub Basement

##### Acceptance Of Goods

- All goods are ex display and are sold in "as is condition".
- We cannot hold any of these pieces and payment is required in full at the time of purchase.
- If you cannot inspect the goods in person then images showing any marks or damage will be available for you to view and sign before purchasing.
- The condition of goods is deemed as 'accepted' once payment is received.
- There is no exchange or refund if you change your mind.

##### Delivery

- Delivery can be arranged for \$200.00 in Metropolitan Melbourne & Sydney payable at time of purchase.
- Deliveries outside of Metropolitan Melbourne & Sydney, non-ground floor deliveries, deliveries requiring assembly or difficult access deliveries can be quoted.
- There is no exchange or refund if goods cannot be delivered due to access issues.
- We cannot store Hub Basement goods..