

The following Terms and Conditions apply between Coast Farm Pty Ltd (ACN 600 362 472) trading as “designFARM” (ABN 31 531 290 493) (us, our, we, designFARM) and person(s) names on a Quotation or Sales Order (you).

1. Quotations, Sales Orders & Sales Invoices

- i. Quotes are valid for 30 days from the date issued.
- ii. A Quotation is not an obligation to sell, no contractual relationship arises from a Quotation until your order has been accepted by you and us in writing, and after full payment of the deposit.

2. Price

- i. All prices for goods or Services are quoted in Australia Dollars and include GST, unless otherwise noted.
- ii. Unless otherwise stated by us in writing, the prices quoted in a Quotation or Sales Order or set out in a Sales Invoice include delivery and any applicable installation charges.

3. Terms of Payment

- i. Goods remain the property of designFARM until paid in full – this includes all delivery, installation and storage charges.
- ii. All payments must be made in Australian Dollars according to the terms set out in the Quotation or Sales Order.
- iii. If you are a non-account holder, we require 50% deposit paid to proceed with your order and the balance to be paid prior to delivery of the goods or performance of the services.
- iv. If you are an account holder, we require 50% deposit paid to proceed with your order and the balance due 7 days of the date of issue unless otherwise stated on the Sales order or Sales Invoice.
- v. We accept payment via Visa, Mastercard & America Express. All American Express payments will incur a surcharge of 2.5% at the time of payment.
- vi. Any confidential and private information we receive in processing your payments under this Agreement will be held and used in compliance with our Privacy policy.
- vii. Failure to pay in time will entitle us, without prejudice to our other rights, to:
 - a. Suspend any outstanding delivery and installation
 - b. Cancel the Agreement and seek damages for breach of contract and our costs of recovery, and/or
 - c. Charge interest on the outstanding amount at 6% above the RBA cash rate from time to time each day from the date of payment until the date of payment, both before and after any judgment.

4. Delivery, Installation & Storage

- i. Upon approval of your Quotation, Sales Order or Drawings, or on the date you pay the deposit, whichever is the later, we will advise the lead time expected for your product/s in writing (this is an estimate only and cannot be guaranteed). If we receive notice that quoted lead times alter, we will provide written notice.
- ii. Delivery will be deemed to be made when the Goods are delivered to the location specified in the Quotation, Sales Order or Sales Invoice. If the customer has requested that the goods be left unattended, or with a third-party representative, no responsibility will be taken for loss or damage by designFARM or their freight partners.
- iii. We reserve the right to make part deliveries of any order and each part delivery will constitute a separate sale of Goods on these Sale Terms and may be invoiced separately. A part delivery of an order will not invalidate the balance of an order.
- iv. designFARM will provide reasonable notice of commencement time on site, however it is your responsibility to provide access to site as necessary within good time. We will ensure all persons in our employment are covered by the appropriate Worker’s Compensation Insurance and Public Liability Insurance.
- v. Site facilities will be provided by you and it is your responsibility to ensure the site facilities are satisfactory and serviceable and to make arrangements for further facilities, where required.
- vi. If for any reason you do not accept delivery of the Goods or performance of the Services when they are ready for delivery or performance, or we cannot deliver the Goods or perform the Services on time because you have not provided us with appropriate instructions, documents, licences or authorisations, we reserve the right to:
 - a. Invoice you up to 100% of the total amount of the Sales Invoice, and
 - b. Charge a weekly minimum \$50.00 per order storage fee that will be calculated based on the size of the total consignment and in weekly increments (or part thereof) unless agreed prior in writing.

Sales Order and we do accept such cancellation, you agree that we are entitled to forfeit the whole of the deposit paid by you, and charge you with any additional amount that we reasonably believe reflects the loss to us in accepting the cancellation, including any transportation or storage costs and any mark down of the price of the Goods.

7. Warranties

- i.** For warranty purposes designFARM acts as an agent for the manufacturers we represent and will manage the warranty claim process on behalf of our customers.
- ii.** Manufacturer warranties will vary depending on the product purchased, designFARM provides a product warranty against defects for a period of one (1) year unless otherwise stated on your Quotation, Sales Order or Sales Invoice. This warranty against defects excludes fair wear and tear and is applicable only to faulty materials or workmanship. If product is determined by designFARM to be defective, designFARM may at its option either repair or replace the defective product or provide the client with a refund.
- iii.** Any warranty claim must be notified to designFARM within one (1) year otherwise stated of the date of Product delivery to the Client. A warranty claim, if in writing shall be addressed to designFARM at 1000 Hay Street Perth WA 6000 or emailed to accounts@designfarm.com.au or if by telephone to 08 9322 2200. The Client shall bear any costs or expenses incurred in the making a warranty claim.
- iv.** In the event, that the Client is a Consumer:
 - a.** The benefits under this warranty are in addition to other rights and remedies of the Client under The Australian Consumer Law (ACL) in relation to the Product.
 - b.** You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.
- v.** You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8. Your default

- i.** If you default by non-payment or non-performance of any obligation under this Agreement or if any proceedings under any bankruptcy, liquidation or insolvency laws are started by or against you, we will have the right to exercise any one of the following remedies:
 - a.** Declare all unpaid amounts of the Sales Invoice to be immediately due and payable
 - b.** Require you to make available all documentation and to assemble such parts of the Goods which has not been paid for and to make the same available at a time and place reasonably convenient to us
 - c.** Take possession without demand or notice (where the right to demand or notice is expressly waived by you under this clause) of all parts of the Goods yet unpaid for
 - d.** Sell, lease or otherwise dispose of the Goods publicly or privately
 - e.** Terminate this Agreement in whole or in part, and/or
 - f.** Pursue any other remedies existing at law or in equity.
- ii.** In addition to any other payment obligations under the Agreement, you agree to pay to us all costs and expenses, including reasonable legal fees and costs incurred by us, in exercising any of our rights and remedies we are entitled to.