



Terms of Service - Corporate Purchase Package

Valiant, We, Us, Our and similar expressions, refers to Valiant Commercial Furniture Pty Limited (ABN 47 050 055 082) and where applicable its Related Bodies Corporate. You, the Buyer, and similar expressions, refers to the person, corporation, trust or partnership purchasing or hiring equipment from Us and whose name appears in the Delivery Documents.

If You need to contact Us for any reason in an emergency or otherwise our current contact and emergency/afterhours telephone numbers can be found at <http://www.valiant.com.au/contact.php>.

These conditions prevail even if they are inconsistent with anything in any earlier or later order form or similar document.

Any quotation, credit application, delivery docket or any hire schedule form part of these terms, whether signed by You or not (together with the terms, the Agreement). In return for us agreeing to consider your order you agree that these Terms apply if we do not accept your order or if we do not supply you with Goods. We are not obliged to accept any orders from you, but if you do place an order with us then it becomes binding from the moment that we accept it even if we do not tell you that it has been accepted. Any quotation is merely an invitation to you to place an order with us. If you offer to hire goods based on a quotation from us, then your offer is subject to these Terms. You should read and consider carefully these terms and conditions before taking delivery. For the purposes of this Agreement, 'Goods' shall mean any and all items of furniture or equipment described in the quotation or provided to You whatsoever pursuant to this Agreement.

1. Key Purchase Terms

1.1. To place an order with Us, you must complete and sign the online order form issued to you by our sales/administration personnel.

1.2. We agree to sell You the Goods on an exclusive basis in good working order, free from defects. We sell our Goods by specification and We guarantee that they are fit for the purpose for which goods of that kind are commonly supplied. You decide what specific purpose to use them for. Unless specifically stated in writing on the quotation, We take no responsibility and give no warranty (save for any ACL Warranty), for the suitability of the use of the Goods and You agree that before taking possession of the Goods, that You have satisfied Yourself as to the suitability, condition and fitness for the purpose that You intend to Use them. All Goods that we provided are with a 1-year manufacturer's warranty. If within the 1 year warranty period, a faulty item has to be replaced is now discontinued or not available, we will source and provide you with a suitable substitute item.

2. Title

2.1. The Goods shall be at Buyer's risk from delivery to the Buyer .



2.2. The ownership of the Goods will remain with Us until all amounts owing by You (to Us) are paid in full. If You do sell the Goods in the ordinary course then You agree that You must hold any proceeds from the sale of the Goods as trustee and agent of Valiant and that You will place the same in an ADI account, separate from Your own monies and You must not allow any person to have control of or grant a security interest over the proceeds or the accounts in which they are held.

3. Purchase Price

3.1. You may cancel any order at any time prior to delivery of the Goods, but if you do so you must pay us a cancellation fee of:

(i) 50% of the Purchase Price if you cancel after you accepting our quote and before we procuring the Goods; or

(ii) 100% of the Purchase Price if you cancel after we procuring the Goods; and

and in addition to the above, you must pay us the costs that we incurred prior to your cancellation including any related labour or administration costs.

3.2. The Purchase Price shall include all (i) delivery, collection or installation costs and charges (ii) credit card charges and (iii) any other charges or costs described in our quotation to You.

3.3. You acknowledge and agree that once you agree to the quotation and the furniture schedule, if you then changed your mind on the choice of the Goods, you will be liable for any costs incurred by Us including costs of the Goods that you want to replace.

3.4. You agree that a postponement fee of \$500 will be charged if you postpone the delivery or pick up of the Goods by give us no more than 48 hours prior notice.

4. Payment Terms and GST

4.1. Unless expressly stated otherwise, all payments must be paid on or within 30 days of the date of the invoice from Valiant. If Buyer has given Valiant a credit card authority or account debit authority, Buyer authorises Valiant to debit all fees and charges payable and due in accordance with these Terms to Buyer's card or account. Failure by the credit card provider to honour such changes shall not relieve Buyer from personal responsibility for such charges.

Notwithstanding anything stated to the contrary in these Terms, Buyer hereby expressly acknowledge that the full payment for Goods must be paid via credit card or EFT prior to the delivery of the Goods, unless otherwise agreed by one of our authorised consultant, as follows:

(i) 50% of the purchase price of the Goods must be paid to us upon you accepting the quote; and



(ii) the remaining balance of the final purchase price of the Goods must be paid at least 48 hours prior to the delivery of the Goods.

4.2. If an amount is due under this Agreement but is unpaid, interest shall be due on the overdue amount at the rate of 1.5% per month, calculated daily from the due date until payment is received in full and if required, the Goods have been returned in accordance with these Terms. Buyer will be liable for all additional costs incurred by Valiant in recovering unpaid amounts including the cost of legal and or mercantile agent fees.

4.3. The Purchase Price, delivery charges and any other taxes and charges due under these this Agreement (together the "**Charges**") are exclusive of GST, which must be paid by Buyer in addition to the Charges.

4.4. Despite anything else in this agreement to the contrary, to the extent that We are liable to pay GST in connection with any taxable supply pursuant to this agreement (the affected supplies)-

4.4.1. We may add to each of the amounts payable by You for the affected supplies, an allowance in respect of GST as reasonably calculated by Us (for past, present or future GST liabilities) and You must pay Us the higher amount which results.

4.4.2. We may make a further charge after termination, being a further allowance in respect of any remaining GST as reasonably calculated by Us and You must also pay Us that charge.

4.4.3. Any amount payable under this agreement, including an amount payable because of the previous provisions, remains payable whether or not there is disclosure of any amount included on account of GST.

4.4.4. We must comply on demand with our obligations in relation to the issue of any relevant tax invoice to You.

i. Anything We might have said to You about GST in connection with this agreement was only intended to reflect our current understanding and may not have been applicable in Your particular circumstances. We recommend that You obtain and only rely on Your own independent expert advice in relation to GST in particular.

ii. GST, tax invoice and taxable supply in this agreement have the meanings defined in A New Tax System (Goods and Services Tax) Act 1999 as may be amended or substituted from time to time. If those definitions are repealed, then those words have the meanings defined for such comparable terms as We may reasonably identify in any comparable legislation.

4.5. In the event that the Buyer is a partnership, corporate entity or the Trustee of a Trust, the person/persons who opens the account and/or who signs the Delivery Documents thereby acknowledges and confirms that person/persons has/have the authority to bind the partnership/corporate entity/Trustee of the Trust and that the partnership/corporate entity/Trustee of the Trust, is bound in accordance with these Terms.



4.6. We may apply amounts received in connection with this Agreement to satisfy obligations secured by a security interest contemplated by this Agreement in any way We determine whatsoever which will unless otherwise notified by Us, be an allocation firstly towards recovery fees and costs thereafter to interest and finally to a reduction of the Purchase Price.

5. Delivery

5.1. You acknowledge that there will be a minimum of 2 weeks before we can provide you with an estimated installation date after your acceptance of our quote. If you require the Goods to be installed before our estimated installation date, we may install what is available at the time and substitute remaining items in the quote with our current or existing rental stock, provided that you acknowledge that reasonable charges will apply on a case by case basis. Upon delivery, or return of the Goods by Valiant, Buyer must check the Goods and quantities delivered (or returned). If there are any discrepancies between the Goods delivered and the quoted order or return docket, the Buyer must note them at the time of delivery or return by amending the relevant documents In the presence of a Valiant representative.

5.2. Buyer acknowledges and agrees that:

5.2.1. a representative of Buyer must be at the Buyer's address at the time Valiant delivers Goods and be onsite for the duration of the delivery;

5.2.2. Buyer must ensure Valiant has full access to its premises and the premises remains a safe working environment when Valiant delivers Goods to, including ensuring that there is no tradesperson onsite and that Valiant can enter the premises safely and easily. If the premises are subject to access restrictions, Buyer will be liable for reasonable associated costs incurred by Valiant for:

(a) inductions on site or time taken to complete inductions; and

(b) site access issues including but not limited to (i) Valiant being unable to use working lifts; (ii) delay on site that exceeds 1 hour, or Valiant being unable to complete the installation and having to re-enter the premises on another day to complete the installation, due to other trades not being completed, or any other reasons that beyond Valiant's control (iii) parking fines due to not being able to park vehicles at a loading bay.

You acknowledge that Valiant will not pay cash deposits/bonds or any costs associated to building management, lift bookings, client storage costs and other similar costs.

5.2.3. If Valiant arrives the premises but was unable to complete the installation due to reasons beyond Valiant's control, Buyer shall pay Valiant reasonable costs for re-enter the premises on another day for installation, and upon Buyer's request, Valiant may place the Goods in storage onsite, and Valiant will not be liable for any damage or loss caused to the Goods once they are placed in storage onsite, or replacing any of the damaged Goods.



5.2.4. Valiant may request Buyer to provide floor plans of the Buyer's premises and may request a full site visit prior to the delivery or installation in order to ensure the Goods are suitable for the space. In the event that the Goods do not fit the space due to inaccuracies in the floor plans, Buyer will be liable for reasonable associated costs for re-order the Goods and the delivery of such Goods;

5.2.5. a reasonable re-delivery fee may be charged if Buyer fails to comply with any of the provisions under this clause 5.

6. PPS Act

6.1. Buyer waives the right to receive any notice under the Act (including notice of a verification statement) unless the notice is required by the Act and cannot be excluded.

6.2. Buyer acknowledges that if our interest under this Agreement or any hire agreement is a security interest for the purposes of the Act:

6.2.1. that security interest relates to the Goods and all proceeds of any kind; and

6.2.2. each hire agreement is a security agreement for the purposes of the Act.

6.3. We may in our absolute discretion perfect any security interest held by Us against any third party on whose site the Goods are located in any manner that We consider appropriate to protect our interest in the Goods.

6.4. If requested by Us, Buyer must provide Us with all details as to the location of the Goods and the identity of any sub-lessee or third party that has been given possession.

6.5. (Subject always to our consent) If the Buyer sub-leases or provides the Goods to a third party the Buyer must do everything required to ensure that the Buyer's security interest has attached and is perfected by registration on the PPSR.

6.6. You undertake not to:

6.6.1. register a financing change statement in respect of a security interest contemplated or constituted by this Hire Agreement without Our prior written consent; and

6.6.2. register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without Our prior written consent.

6.7. If the PPS Act applies to the enforcement of a security interest arising under this Agreement:

6.7.1. section 115(1) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices



to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and

6.7.2. section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.

6.8. Buyer agrees not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. You waive any right You may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.

6.9. For the purposes of section 20(2) of the PPS Act, the collateral is the Goods. This Agreement is a security agreement for the purposes of the PPS Act.

6.10. You agree to notify Us in writing of any change to Your details set out in the Credit Application, within 5 days from the date of such change.

7. Force Majeure

Valiant will not be liable for the consequences of any circumstance reasonably beyond Valiant's control which affects its obligations under this Agreement.

8. Variation

From time to time We may change or vary this Agreement. We will give You 28 days written notice of our intention do so and if You reasonably believe that the varied terms are detrimental to Your rights You may terminate this Agreement without penalty but only on the condition that a notice of termination is received by Us in writing within 28 days from Your receipt of our intention to vary these terms. Otherwise, a variation may only be made in writing by each of Us.

9. Indemnity and Limitation of Liability

9.1. All guarantees, terms, conditions, warranties, undertakings or representations express or implied in any way relating to this Agreement are excluded to the maximum extent permitted by law. Notwithstanding this, nothing in this Agreement restricts or modifies any right or remedy including any guarantee imposed or implied under the Australian Consumer Law (if applicable) which contains guarantees to protect consumers of certain goods and services.

9.2. To the extent that We are able to determine the same our liability for breach is limited to (at our sole discretion):

9.2.1. in the case of Goods, the repair or replacement of the Goods or the supply of substitute Goods (or the cost of doing so); or



9.2.2. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

9.3. Save for any liability that We may not exclude, to the maximum extent permitted by law, our liability for all claims arising under this Agreement, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, or on any other basis, is limited to an amount equal to the Purchase Price paid by You under this Agreement.

9.4. Subject to the provisions of this Clause 12, We are not liable for any consequential, indirect or special loss or damage, loss of profits, loss of business, business interruption, costs or amounts that You are liable for arising out of any loss suffered by third parties under or relating to this Agreement, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

9.5. You must indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred against or by Us in respect of:

9.5.1. personal injury;

9.5.2. damage to tangible property; or

9.5.3. a claim by a third party,

9.6. in respect of Use of the Goods. To the extent that our loss is caused by our negligence, Your liability is diminished.

10. Confidentiality

10.1. For the purposes of this clause, Confidential Information means all confidential, non-public or proprietary information of one party (the Disclosing Party) regardless of how it is stored, delivered, provided to or learnt by the other party (the Receiving Party) in relation to this Agreement, but does not include excluded information such as information that is or becomes available in the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party or that was already known to the Receiving Party at the time of disclosure or that the Receiving Party acquires from a source other than the Disclosing Party. Confidential Information includes all pricing and related terms pertaining to the provision of Services under this Agreement.

10.2. Neither party may disclose any Confidential Information to any person without the other party's written consent, except to Representatives requiring the information for the purposes of, and in accordance with, this Agreement, or if either party is required to do so by law or an Exchange or in connection with legal proceedings relating to this Agreement.



10.3. This clause survives termination (for whatever reason) of this Agreement.

11. General

These Terms are governed by the laws of the relevant State of Australia and each party submits to the non-exclusive jurisdiction of the courts of that State. A provision of or right created under this Agreement will not be waived by Valiant or varied except in writing signed by an authorised representative of Valiant. A waiver by Valiant of a provision will not waive any other provision of this Agreement or constitute a continuing waiver unless expressly provided. If a provision or right or remedy of a party under this Agreement is void or unenforceable for any reason than that part will be read down or severed from this Agreement without affecting the validity or enforceability of the remaining provisions. You are not entitled to set off against or deduct from the price any sums owed or claimed to be owed to You by Us. The description, illustration and performance of any product contained in our catalogue, marketing material, price list or advertising does not form part of this agreement unless expressly set out in this agreement. We may complete any blanks on any form on Your behalf.