

**TERMS AND CONDITIONS
RETREAT DESIGN**

Order Acceptance

The quotation/invoice is an obligation free quote until a signature is received by the client. The clients signature confirms the order and acknowledge agreement to proceed with the conditions of sale.

Responsibility for Measurement

Where Retreat Design has taken all measurements associated with the quotation, Retreat Design remains responsible for ensuring the order fits to the agreed specification. Retreat Design takes no responsibility in the instances where: 1) Measurements are provided by the buyer/client and/or the measurements/specifications change due to errors made by the buyer/client or an agent operating on their behalf, e.g: Architect, and 2) Changes in building and construction that are not advised to Retreat Design that cause the measurements taken by Retreat Design to be deemed invalid. Additional installation charges may be incurred where either of these situations occur and result in changes required to the goods order.

Payment Terms

Deposit 6% payable upon acceptance of the quotation. First 44% payable on commencement of order manufacture. Second 44% payable upon works commencement on site. Final 6% split into two payments; 6% products payable upon delivery of products and 6% trades payable on completion of originally quoted works. Where additional works are commissioned during the project a separate invoice will be prepared for those additional works.

An extras invoice is also provided on completion of works showing variances between estimated trade contractor prices and actual trade contractor prices, including fees charged on trade contractor costs.

Inspection

The client shall inspect all goods upon delivery and shall give notice to Retreat Design within 48 hours of delivery of any matter or thing by which the client alleges the goods are not in accordance with the client's order. The client accepts all responsibility for advising of potential faults / defects / damage to Retreat Design within 48 hours of delivery.

Quotation

Quote valid for seven days. A quotation is an offer to sell and no contractual arrangement shall arise from it until the client has signed the quotation.

Line Items

This quotation/invoice should be read in conjunction with the order details sheet provided by the relevant manufacturer for details on line items included in the order

Installation

Installation and additional trade contractor costs are quoted separately on the quotation document. Installation and contractor costs must be paid directly to Retreat Design as per the "payment terms". The client must also have regard for that contractors terms and conditions of supply of services, which are available at request from that contractor. The client should also have regard that the quoted price for installation and contractors may vary if additional work is required on site. Additional work is work that is deemed to have not been reasonably foreseeable by the contractor or Retreat Design at the time of the original quotation or additional work commissioned directly by the client.

Project Management

Where Retreat Design project manages the kitchen and/or instalation, the client will pay a percentage of the actual trade contractor costs for this service. Retreat Design will remain responsible, where practicable for the service delivery of contractors used however will not be held responsible for service delivery issues outside of the control of Retreat Design.

Shipment and Delivery

Retreat Design will confirm the anticipated delivery date within 7 days of manufacture commencement. Retreat Design will reconfirm the delivery date through the course of the shipment period and advise the client of any variation to the anticipated delivery date. Where the goods arrive before the anticipated delivery date, Retreat Design will pay for the cost of storage until the anticipated delivery date.

Storage

Where a client goods are available prior to the date in which they are required, the client will bear the cost of storage. The exception is in the case where the goods arrive before the anticipated delivery date, in which case Retreat Design will bear the cost of appropriate storage until the anticipated delivery date.

Buyers Cancellation

Unless otherwise agreed in writing, a client shall have no right to cancel an order which has commenced manufacture.

Warranty

All goods supplied are covered by the manufacturer's warranty.

Electrical items supplied through Retreat Design that are not covered by a manufacturers warranty, will be covered by Retreat Design for 12 months from the actual delivery date.

Governing Law

These terms and conditions and any contract including them shall be governed by and construed in accordance with the relevant laws of the State of Western Australia.

Definitions

Actual Delivery Date: The date at which the goods are provided to the client or the date at which the goods become available for the client to receive, whichever is the earlier date.

Additional work: Work that is deemed to have not been reasonably foreseeable by the contractor or Retreat Design at the time of the original quotation and/or additional work commissioned by the client during the course of the project / works.

Anticipated Completion Date: The date quote by Retreat Design at the time the installation process is confirmed with the client. This date may vary where reasonably unforeseeable circumstances hinder the progress of the works/project.

Anticipated Delivery Date: The date quoted by Retreat Design as the anticipated date of delivery on the original quotation/invoice document.

Client: The person named in the quotation/invoice document.

GST: The goods and service tax imposed by the GST Law together with any related interest or other charges.

Payment: The payment required under the quotation/invoice.

Quotation: The quote submitted by Retreat Design on the quotation/invoice document which the client signs to confirm the order and in which these terms and conditions are deemed to be incorporated.

Tax Invoice: The tax invoice provided by Retreat Design based on the quotation/invoice document once the quotation has been signed by the client, in which these terms and conditions are deemed to be incorporated.

CLIENT: I have read and agree to the terms and conditions of sale

Client signature

Date