

Warranty and Terms and Conditions

www.retreatdesignperth.com.au

ABN: 57 193 506 241

1. Services Provided by Retreat Design

1.1 Initial Design Consultation

The initial design consultation includes a site meeting with the client and general measurements of the space. The designer will discuss with the client their requirements from a functional, design aesthetic and budget perspective.

1.2 Design Development and Consolidation

The design development and consolidation stage includes preparation of a developed design, provisional time line & estimated cost.

1.3 Contract Documentation Stage

The contract documentation stage includes preparation of *shop drawing* documents (the Design) sufficient for the manufacturing stage, ensuring the design is suitable for its purpose and agreed to by the client. *Shop drawing* documents are used by Retreat Design and the manufacturer to develop a manufacturing proforma (the *order*).

A second set of detailed measurements is taken on site to cross check original measurements and ensure *order* accuracy. A 6% deposit (of the total contract value) is due on initiation of the contract documentation stage. Contract documentation comprises:

- Quote document
- Shop drawing documents
- Warranty and terms and conditions document

The client's signature on the above documents confirms the order and acknowledges agreement to proceed with the conditions of sale as set out herewith. Payment of the 6% deposit amount listed on the quote document deems acceptance of the proposed contract and a commitment to progress to the next stage of the process.

1.4 Manufacturing Stage

The manufacturing stage involves off-site manufacture of the cabinetry *order* in accordance with the signed *shop drawings*. A 44% instalment (of the total contract value) is due on manufacture commencement.

1.5 Project Commencement Stage

Between the time of manufacture commencement and the time of project commencement, the designer will negotiate and provide the client with a project time line. Project commencement usually starts before delivery of the *order* as pre works such as demolition and first fix of electrical and plumbing trades take place before cabinetry installation. A 44% instalment is due on project commencement.

1.5 Delivery and Installation Stage

On manufacture completion the *order* is shipped and delivered to the client's site. 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. The delivery stage is deemed complete upon acceptance of the *order* by the client.

1.6 Completion

The final 6% instalment, as well as any approved variations not collected through the course of the project, is due on practical completion. Practical completion is deemed to be when the works are generally considered to be practically complete where there are no outstanding defects (except minor items or snagging) and the space can be put to its intended use.

1.7 Product Supply

Where Retreat Design is supplying product only, up to 100% of the invoice total may be requested on product order with any balance on delivery, depending on individual supplier relationships. Where a client changes their mind in regard to a product that has already been ordered on their behalf by Retreat Design, Retreat Design may agree to credit the value of the product to the client, less any supplier re-stocking fee charged by the supplier.

2. Retreat Design's Responsibility and Authority

2.1 Service

In the performance of the services herein Retreat Design shall exercise reasonable skill and care in conformity with the normal standards of the practice and warrants to the client that, except to the extent the design is varied on the client's instruction against the advice of Retreat Design, the design of the project will be fit for its intended purpose identified in the brief.

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2.2 Consumer Guarantee

Any goods purchased in full by a client from Retreat Design are automatically subject to Australian Consumer Law which guarantees that the goods are of acceptable quality and fit for the purpose in which they are intended.

2.3 Warranty

All goods supplied are covered by the Retreat Design warranty as well as any relevant manufacturer's warranty. Retreat Design warrants that the goods supplied are of acceptable quality, accurately described and fit for purpose. Retreat Design warrants for a period of six years against any defects in the materials and workmanship in the cabinetry carcasses, doors, kicks and/or panels.

All goods supplied are also covered by the relevant manufacturer's warranty. Specifically, Arrital and Effeti door fronts, panels and carcasses are subject to Arrital 100% made in Italy guarantee and Effeti's 3 year manufacturer's warranty respectively. Hardware is subject to individual manufacturers warranties, including a 25-year warranty on all hinges.

The Retreat Design warranty is void if the damage is due to general wear and tear, damage that occurs after acceptance of the goods at the delivery stage, imperfections in natural finishes such as wood, accidental damage and/or damage caused by using the goods in a purpose for which they are not intended and/or failure to maintain and clean products according to the customer care instructions provided by Retreat Design to the client.

The Retreat Design warranty is void if the goods supplied were altered or installed by a person other than an authorised representative of Retreat Design. Goods supplied are subject to this warranty only once full payment for the goods has been received.

2.4 Variation to Design

Retreat Design shall not make any material alteration to, addition to or omission from the design without the consent of the client except in case of urgency during construction, in which case the designer shall subsequently notify the client promptly.

2.5 Specialist Contractors and Suppliers

Where the client directs that specialist consultants, contractors and/or suppliers design part of the project, Retreat Design shall be responsible only for the integration of such design into the design of the project as a whole and makes no warranty as to the suitability of the design of that part of the project.

2.6 Measurements

Where Retreat Design has taken all measurements associated with the *shop drawings*, Retreat Design remains responsible for ensuring the order fits to the agreed specification. Where measurements are provided by the buyer/client or its agent(s) and/or where the measurements/specifications change due to errors made by the buyer/client or an agent operating on their behalf, Retreat Design shall not be responsible for ensuring the order fits to the agreed specification.

3. Client's Responsibility

3.1 Client's Instructions

By proceeding to manufacture, the client has acknowledged they have given to Retreat Design instructions adequate to define the client's design requirement and shall include with its approval to Retreat Design to proceed with the manufacturing stage.

3.2 Site Particulars

The client is responsible for the provision of all legal, survey and other particulars concerning the site, including particulars of existing structures, services and features, sub-surface conditions and adjoining sites and structures and for the provision of specialised counselling not normally provided by Designers.

3.3 Client's Representative

The client appoints Retreat Design to manage the project as set out in the original contract and agrees to pay a percentage of the actual trade contractor costs for this service.

4. Variations

4.1 Variations to Design by Client

Where the client wishes to: add, remove or vary the Design after contract documentation has been prepared, complete additional work, and/or, order additional goods, Retreat Design will issue a notice to the client advising of the cost of that variation. Retreat Design shall not be required to complete any works beyond the original contract until the client has given written acceptance of the costs of the variation. Depending on the value of the variation, Retreat Design reserves the right to invoice the client for variations before delivery of such variation. All variations to the original contract are subject to a \$120 administration fee.

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5. Other conditions

5.1 *Selecting Wood Veneer/Laminate*

Wood veneer is a natural product and veneers from the same timber species can vary in colour and markings. As such there will be slight variations in grain and tone from sample products. Any samples supplied are an indication only. Batch production of Wood Veneer delivers a uniform look to cabinetry and will be disrupted should a replacement product be required. It is not possible to guarantee complete colour consistency and therefore variations in colour, tone and consistency cannot be considered a defect.

Laminate with a manufactured pattern of textures and markings can deliver an irregular look to cabinetry.

5.2 *Storage*

Where the goods arrive before the anticipated delivery date as set out in the time line, Retreat Design will pay for the cost of storage until the anticipated delivery date. Where the time line is delayed by the client, the client will bear the costs and risk of storage. In the case where the project time line is delayed by the client, the delivery and installation is subject to Retreat Design's future scheduling of works.

5.3 *Ownership of Documents*

The drawings, specifications and other documents provided by Retreat Design are the property of Retreat Design whether the work for which they are made is executed or not. The client is licensed to use the drawings, specifications and other documents for the works for which they are made. They shall not be used for other work except by agreement with Retreat Design.

5.4 *Credit Card Payment*

Visa and Mastercard payments subject to a 1% surcharge, AMEX payments subject to a 1.5% payment.

5.5 *Skips and Rubbish Removal*

Where a builder has supplied a skip, Retreat Design may negotiate use of the skip. In the event a builder skip is not available, an additional skip at a charge may be required.

5.6 *Cabinetry Installation*

Cabinetry installation is charged in the trades line items of client quotes and is a cost plus 20% project management fee charge. Installation is quoted as an estimate in client quotes unless specifically requested as a fixed price. Variations to estimated versus actual installation costs will be considered as per clause 5.7.

5.7 *Trades*

Where Retreat Design is responsible for the provision and management of sub-contracted trades people a 20% project management fee is charged. Where possible, trade prices will be fixed before the project commences. To fix trade prices, the trades person may need access to property before the project commences to accurately quote the scope of works.

In the event of additional trade costs that occur during the life of the project that could not have been reasonably foreseen before the project commencement, these costs will be itemized separately on the final invoice. Unforeseen costs include but are not limited to: asbestos removal, additional concrete costs, corncicing repair, patching due to damage created during electrical and plumbing chasing that could not have been reasonably prevented by a trades person.

6. Title

6.1 *Ownership of Goods*

The client and Retreat Design agree that ownership of the Goods shall pass upon full payment of the fees outlined in clause 7.1. Until ownership of the Goods passes to the Client in accordance with this clause:

- The Client is a bailee of the Goods and must return the Goods to Retreat Design on request;
- The Client must not sell, dispose, or otherwise part with possession of the goods;
- The client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Retreat Design.

6.2 *Security*

The client and Retreat Design acknowledges and agrees that these terms constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods supplied under the contract between the client and Retreat Design.

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7. Fees

7.1 Original Contract and Variations

The below payment structure is in place for the original contract and agreed variations:

- 6% deposit of value of original contract at time agreement is made to proceed to shop drawing stage.
- 44% instalment of value of original contract on commencement of manufacturing stage.
- 44% instalment of value of original contract on commencement of project management.
- 6% final payment on practical completion, not including any client initiated variations which may have extended the original timeframe.
- 100% payment of variations as they are approved through the course of the project.

7.2 Additional Services

Retreat Design may provide additional services beyond those listed in the clause 1 and charge the client on an hourly basis. Retreat Design's hourly rates are \$135/hr for a principal designer and \$500/day for an installer.

7.3 Late Payment

Instalment tax invoices are issued at the time the instalment falls due according to the contract documentation. Tax invoices are to be paid within 7 days of the date of invoice. In the event the instalment tax invoice remains unpaid 14 days after the date of invoice a late fee of 2.5% of the invoice total may be charged. The client will be reminded in writing of the due date before a late fee is charged. In the event a late fee is charged, a new tax invoice will be issued and due for payment within 7 days of the date of invoice.

If any payment is more than thirty (30) days past due, Retreat Design may, after giving seven (7) days written notice to the client, suspend services under this Agreement until Retreat Design has been paid in full all amounts due. In the event of a suspension, the Client shall waive all rights and claims it might otherwise have against Retreat Design as a result (directly or indirectly) of such suspension.

If the Client owes Retreat Design any money in relation to this Agreement, the Client shall indemnify Retreat Design against all costs and disbursements incurred by Retreat Design in recovering the debt including (but not limited to) internal administration fees charged on an hourly basis, legal costs on an indemnity basis, any collection agency costs and bank dishonor fees.

Without prejudice to any other remedies at law, Retreat Design may terminate this Agreement and all amounts owing shall become immediately due for payment if the client becomes subject to a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, becomes subject to an involuntary petition regarding the Contract Documentation foregoing that is not dismissed within 60 days after filing, declares or admits publicly and in writing that it is insolvent or is unable to meet its debts as they mature, or makes an assignment for the benefit of all or substantially all of its creditors.

Client Signature and Date