

LA Lounge Pty Ltd

Terms and Conditions

1. Definitions

1.1 LA Lounge refers to LA Lounge Pty Ltd, the supplier of lighting design services and lighting related goods.

(ABN 26 136 496 681 ACN 136 496 681)

1.2 The Client is the customer of LA Lounge who is instructing, requesting and receiving information from, purchasing from, and/or receiving goods and services from LA Lounge. Any Authorised person is considered to be an extension of the client.

1.3 An Authorised Person is someone who has been nominated by the client to act on their behalf in terms of decision making and approvals with respect to their relationship with LA Lounge.

1.4 A Nominated Date is a date advised by an Authorised Person which is the best estimate of the date in which their project will require delivery of lights and lighting accessories.

1.5 The Lighting Design Service typically includes, as a deliverable, a collection of documents- normally including a schematic layout of light points and lighting legend, a specification of the products to be used (which may contain some electrical information for installation purposes) and meetings between LA Lounge and an Authorised Person to explain the design.

2. Outline of Services

2.1 LA Lounge provides a lighting design service and or supply of product. Our service includes co-ordination which other parties involved in the project.

2.2 For Automated projects, LA Lounge can provide switching/dimming recommendations if requested.

2.3 LA Lounge does not usually specify the location of switches.

2.4 LA Lounge does make recommendations for switched circuits.

3. Quotes

3.1 Quotes are valid for 30 days from issue date and prices cannot be locked in until receipt of product deposit.

3.2 Requests for variations or revisions to Lighting Design Services deliverables can only be accepted by an Authorised Person.

3.3 Requests for variations will be confirmed in writing and must be approved by an Authorised Person.

4. Payment Schedule

4.1 A Fee Proposal will be produced for the project and will need to be approved, signed and paid for prior to work commencing on the project. The Fee Proposal is a fixed price based on an hourly estimate to complete the project design. It includes two revisions of the design. Any additional revisions incur an hourly design charge of \$150.00 per hour.

4.2 Once the proposed Lighting Design Service has been provided and the design and quote accepted by the client, a 50% deposit is required to initiate the order process. This covers the costs of ordering and delivering to site items required early in the building process. This also allows provision of a further three (3) non-chargeable changes to the deliverables of the Lighting Design Services.

4.3 Full payment of the accepted quote is required prior to delivery of the lighting products.

4.4 In the event that LA Lounge has provided drawings and conducted site visits without charging fees at the initiation of the project, LA Lounge reserves the right to levy such fees upon the completion of the project.

These fees aim to cover all costs associated with works and services provided.

5. Variations

5.1 Price Variations:

(a) Changes in preferences by the Authorised Person may necessitate a change in price.

(b) Unanticipated building constraints may require a different product from that which was originally selected.

(c) Product substitution due to discontinuation of a selected item/s.

(d) Supplier price increases.

5.2 Clerical errors or omissions are subject to corrections including and without limitation, computer or system errors which result in incorrect pricing, codes, descriptions and specifications.

6. Payment Terms

6.1 No deliveries will be made without prior payment in full. Goods cannot be released from our warehouse without full payment of the balance owing.

6.2 We accept the following payment methods:

(a) Direct deposit in our bank account

(b) Mastercard, Visa and AMEX

6.3 The purchaser must pay GST at the same time and on the same basis of that which the purchaser pays the price.

7. Product Returns, Deposits & Cancellations

7.1 If a deposit for an order has been approved and paid, that deposit is non-refundable. A credit can be approved at the discretion of LA Lounge.

If goods have already been delivered to site, the following returns procedure applies:

(a) The lights must be in a re-saleable condition. That is, in the original box, undamaged, in new condition and must not have been installed. Depending on the individual supplier, a restocking fee may apply. Products cannot be returned more than 28 days after delivery.

(b) For special order items accepted for return, a restocking fee of 70% of the quoted price will apply.

(c) The Customer must bear all costs of transporting the products back to LA Lounge's premises or such other location notified by LA Lounge.

7.2 LA Lounge must be notified in writing of any damaged or missing goods within 10 days of receipt of delivery. Failure to do so will negate any claim on LA Lounge. Goods may be replaced, or refunded after this time at the discretion of LA Lounge.

7.3 Light globes that leave LA Lounge warehouse and arrive undamaged and in working condition, but fail after use or installation are not deemed a damaged product, and therefore will not be covered under warranty, unless at the discretion of LA lounge.

7.4 No order may be cancelled except with consent in writing and on terms which will indemnify the Seller against all losses.

7.5 In the event of a cancellation, the Seller has discretion to charge a fair compensation rate for the time, documentation, lighting design, specification and materials occurred in the manufacturing of goods or providing services.

8. Delivery and Storage

8.1 A delivery fee applies to Sydney Metropolitan area and outside of Metropolitan Sydney.

8.2 LA Lounge reserves the right to charge a storage fee for product stored for excessive periods in our warehouse.

8.3 The risk of loss or damage to goods is transferred from LA Lounge to the purchaser upon delivery. Should the purchaser authorise goods be delivered to or left in an unattended location, the purchaser acknowledges sole risk for these goods.

8.4 The delivery times stated by LA Lounge are estimates only and cannot be guaranteed. LA Lounge will endeavour to deliver within the stated time frame however, LA Lounge will not be held accountable for loss or damage incurred as a result of late deliveries.

8.5 Delivery cannot be made to post office boxes or delivery lockers.

9. Warranties

9.1 Manufacturer's warranty terms and conditions vary from supplier to supplier and may not cover electrical installation.

9.2 Manufacturer's warranties do not cover accidental breakages or product damage due to incorrect installation or wiring.

9.3 LA Lounge products are covered under the LA Lounge Pty Ltd warranty schedule as follows:

- LED products are warranted for 3 years from date of sale and warranty includes lamp and integrated driver.
- Confidential Inset range light fittings are warranted for 3 years from date of sale.
- Dark Range light fittings (housing only) are warranted for 10 years from date of sale.

9.4 In no event shall LA Lounge be responsible for removal or reinstallation of any product or for the expenses thereof.

9.5 The above warranty does not apply to, and LA Lounge makes no warranties with respect to products which have been subjected to misuse, neglect, accident, abuse, operating or environmental conditions, that deviate from the parameters established in applicable specifications; or have been improperly installed, stored, maintained, repaired or altered by anyone other than LA Lounge.

9.6 Warranties are given only to the original purchaser and may not be assigned or transferred to any other party.

9.7 It is a purchaser's obligation to retain documentation that indicates the date of purchase.

9.8 LA Lounge will not be liable for freight charges of any products needing to be returned for credit or warranty purposes.

9.9 LA Lounge reserves the right to request faulty products and components be returned to La Lounge for inspection and testing.

9.10 Balance Of Warranty – To the maximum extent permitted by law, any replaced products by LA Lounge are covered only by the balance of the Warranty period remaining from the date of purchase of the original LA Lounge product and not from date of new replacement.

9.11 The leads are pre-installed on a driver provided by LA Lounge. It is the sole responsibility of the electrical contractor to thoroughly inspect and verify the safety and compliance with relevant codes of all leads on-site before installation.

10. Intellectual Property and Copyright

10.1 The copyright of all design work remains the intellectual property of LA Lounge.

10.2 On full payment of the Fee Proposal, LA Lounge grants the client a non-exclusive licence for the deliverables of the Lighting Design.

10.3 The unauthorised copying and distribution of the deliverables is not permitted as the copyright of the design is LA Lounge intellectual property.

11. Limitation of Liability

11.1 LA Lounge will not be liable for any loss or damage incurred by the Customer or End User for goods damaged as a result of negligence, alteration, accident, use of the Goods in a way which is not in compliance with the Relevant Standards or use of the Goods in any way for which the Goods were not designed or approved by LA Lounge or as a result of improper fitting, repair or replacement.

11.2 The liability of LA Lounge in respect of faulty materials or workmanship shall, at the option of LA Lounge, be limited to one of the following:

- The replacement of the Goods
- The repair of the Goods

11.3 LA Lounge will not be liable for any special indirect or consequential damage arising out of the supply of the Goods.

11.4 If a claim is made by the customer or End user under one of the warranties set out in section 5, LA Lounge will not accept any claims for costs, charges or expenses incurred by the Customer or End User in relation to replacement, or repair of the Goods.

11.5 Except for any warranties and conditions which cannot be excluded under any Act, all warranties and conditions with regard to the Goods sold which are implied by common law, statute or trade usage are excluded to the full extent legally permissible.

12. Title and Risk

LA Lounge supplies Goods on condition that:

- The title to the Goods does not pass to the Customer until they have paid in full and LA Lounge has been paid for all other monies then owing to LA Lounge by the Customer.
- The Goods are at the risk of the customer as soon as they have been delivered to or into custody of the Customer or the Customer's agent.
- Until property in the Goods passes to the Customer the Goods are merely entrusted to the Customer as fiduciary and LA Lounge remains the legal and beneficial owner of the Goods with full power to resell and regain possession of them if the Customer defaults in payment of the purchase price.

- If the Customer defaults in payment of the purchase price, LA Lounge may with fair notice, employ a collection agency of their choosing to recover this amount. The customer agrees to cover in full the collection fees as a result of this.
- The Customer agrees to indemnify LA Lounge against all costs, losses and expenses (including without limitation legal costs) incurred by LA Lounge as a result of or in connection with any default or breach of these Terms and Conditions of Sale by the Customer.
- If the Customer receives any proceeds from the sales of the Goods from any other party, the Customer receives those proceeds on trust for LA Lounge to be applied in payment of the purchase price for the Goods and shall remit such sum forthwith to LA Lounge. All such payments received by LA Lounge shall be allocated to the oldest account due for payment.

13. Conflict with Customer's terms

If any purchase order or other trading terms of the Customer conflict with or are inconsistent with any of LA Lounge's terms and conditions of sale, then LA Lounge's terms and conditions of sale as amended from time to time prevail, and will apply notwithstanding any conflicting or inconsistent terms of the Customer. The Customer acknowledges that the sale by LA Lounge of any Goods will not constitute acceptance of any conditions of purchase of the Customer which conflict or are inconsistent with any of the Supplier's terms and conditions of sale, even where LA Lounge acknowledges the Customer's conditions prior to, upon or by delivery of Goods.

14. Non-Waiver

A waiver by LA Lounge with respect to any breach or default by the Customer shall not constitute a continuing waiver of any other breach or default or of any other right or remedy. A failure or delay by LA Lounge in exercising a right or remedy does not operate as a waiver of that right or remedy.

15. Sub-Contracting

LA Lounge reserves the right to sub-contract the production, manufacture or supply of the whole or part of the Goods or any of the materials to be supplied.

16. Variation

A variation of these Terms and Conditions of Sale shall be ineffective unless it is in writing and signed by the Supplier.

17. Jurisdiction

This agreement shall be governed by the law of New South Wales. The parties to submit all disputes to the exclusive jurisdiction of the courts of New South Wales Australia.

By signing below, you understand and agree to the above terms and conditions.

X

Signature