

## Terms and Conditions Of Sale:

- 1) In these terms and conditions of sale,  
"Client" refers to the Purchaser(s) whose name appears overleaf and or the name of the person who accepts the terms and conditions of sale on the Contract.  
"Goods" shall mean the products supplied to the Client by the Seller.  
"Seller" shall mean Profile Home Improvements Pty. Ltd. trading as Profile Wardrobes.  
"Contract" means any contract of agreement whatsoever for the Supply of Goods and services to the Client by the Seller.  
"Contract Price" shall mean the total price payable by the Client for the Goods and services including Tax.  
"Supply" means the supply of any Goods, services or other things the subject of any Contract.  
"Tax" means G.S.T., value added tax, retail tax or any other tax or duty that may be imposed on or in relation to any Supply.
- 2) Contract prices quoted are fixed for a period of 30 days from date of quotation.
- 3) Deposit required is 30% of the Contract Price.
- 4) This contract is for items listed only and in no case shall be taken to mean any other quantity sizes, or details that are not expressly included. All errors and omissions accepted.
- 5) From the date of deposit, any further changes to design or material can incur extra cost to the Client.
- 6) Any variation to the Contract by the Client, prior to the commencement of production of the Goods, must be in writing, signed by the Client and agreed to by the Seller. A variation may necessitate a revision of the estimated delivery date.
- 7) Ownership of the Goods supplied remains the property of the Seller, until full payment has been received.
- 8) No liability will be accepted by the Seller for damage from misuse of the goods by the Client.
- 9) Warranty on built-in wardrobes supplied by the Seller is offered for a 10 year period from date of installation.  
Warranty applies to components and installation but does not cover normal wear and tear or any misuse of the product or excessive structural wall, floor or ceiling movement.  
Warranty is applicable only to the original Client.  
Warranty on goods supplied by the seller installed in a commercial site is offered for a 3 year period from date of installation.
- 10) Customwood / M.D.F and any Timber Goods supplied to the Client in a raw state (unsealed), become the full responsibility of the Client. The Seller accepts no liability for any damage and/ or change to the Goods due to misuse, inappropriate finishing or being left unsealed.
- 11) If the Client cancels, or chooses not to proceed with the Contract after acceptance of the Terms and Conditions of Sale, after payment of the deposit, an initial cost of 30% of the Contract Price plus any other extra costs associated with the manufacture of Goods for the Contract will be incurred by the Client.  
If the Client has agreed to proceed with the Contract by confirmation via email or fax, or by signing the Contract prior to payment of the deposit, and fails or refuses to take delivery of the goods, then the Client shall be liable and incur a charge of \$140.
- 12) Should the removal of any existing structure be required prior to installation of the new wardrobe, the Seller takes no responsibility for making good any wall or surface finishes, i.e. ceilings, floors or any other structure or covering.
- 13) Standard installation of any built-in sliding door wardrobe does not include lining of walls, ceilings or floors.
- 14) In the event that any electrical outlet, telephone point or cabling associated with such items, is required to be moved to enable installation of the Goods, then that relocation and the cost associated is the responsibility of the Client. If during installation, any plumbing, electrical or data/ telephone cabling concealed in any floor, wall or ceiling is damaged then the cost of any repair is the responsibility of the Client.
- 15) For any Contract that is a "supply only", i.e., Goods that are ordered by the Client to be installed by the Client, then the Seller accepts no liability for the Goods due to any incorrect measurements and/or any problems associated with the installation.  
Warranty applies to the components but does not cover installation or any damage or any problems caused due to incorrect installation by the Client.
- 16) The Contract Price quoted is subject to the onsite check-measure of height, width, depth and levels of walls, floors and ceilings.
- 17) The approximate installation time stated is subject to factory workload at the time the deposit is taken.
- 18) Full payment or final balance of payment as set out in the contract is payable on the day of completion of installation of the goods.
- 19) The Client agrees to pay on request interest at the rate of 2% per month on any overdue amount on the Contract Price; and to any expenses incurred in collection or attempting to collect any overdue monies, including any debt collectors' expenses incurred, or to be incurred, up to 18.95% of any amount entrusted to a collector to collect from the Seller.
- 20) If on the day of installation, as agreed upon by both the Client and the Seller, the Client is not at the site address and the Seller is unable to gain entry for installation of the goods, a charge of \$140 will be added to the Contact Price.

Abbreviations: Wardrobe H - Wardrobe Height  
Overall D - Overall Depth  
Shelf D - Shelf Depth  
CM/Req – check measure required

W - Width  
Recess D - Recess Depth  
Top Shelf H - Top Shelf Height  
CM/Comp – check measure complete