



## Terms & Conditions of Sale

### 1. General

These Terms and Conditions apply to all quotations, orders, sales, manufacture, supply, delivery, installation and related services provided by *Queensland Office Industries Pty Ltd* and *New South Wales Office Industries Pty Ltd*. These Terms apply to all purchases made by dealers, resellers, distributors and commercial customers. By placing an order, the Customer accepts these Terms in full.

No other terms apply unless agreed in writing.

### 2. Definitions

**Customer** means the purchaser of the Goods or Services, including dealers, resellers, distributors and commercial customers.

**Dealer** means a reseller, distributor or approved trade partner who purchases Goods for resale.

**Goods** means all commercial furniture products supplied by Queensland Office Industries Pty Ltd and New South Wales Office Industries Pty Ltd.

**Services** means delivery, installation or other works performed by Queensland Office Industries Pty Ltd and New South Wales Office Industries Pty Ltd.

**Order** means a purchase order issued by the Customer and accepted in writing.

**Force Majeure Event** includes events outside the reasonable control of Queensland Office Industries Pty Ltd and New South Wales Office Industries Pty Ltd.

**Written approval** includes acceptance via email, electronic ordering systems or online customer portals.

### **3. Hierarchy of Documents**

If there is any inconsistency between documents, the order of precedence is:

1. These Terms
2. Written quotation
3. Written order acceptance
4. Approved drawings or specifications
5. All other documents or correspondence

### **4. Quotations & Pricing**

All quotations are valid for the period stated on the quotation. Unless otherwise specified, quotations are valid for 14 days.

Pricing is based on current material, labour, freight and supplier costs at the time of quotation.

PCF reserves the right to adjust pricing at any time prior to delivery where increases occur outside of our control, including but not limited to:

- raw material increases
- supplier price changes
- freight and fuel cost increases
- currency fluctuations
- import or logistics-related costs

Any such adjustments will be communicated to the client as soon as practicable.

### **5. Orders & Acceptance**

An order is considered accepted upon written confirmation by PCF or commencement of production.

Once an order is accepted, changes or cancellations may incur costs for materials, labour or administration already committed.

### **6. Payment terms**

Payment terms are as agreed on the quotation or account terms.

PCF reserves the right to:

- suspend supply where accounts are overdue
- require progress payments for large or custom orders

- charge interest on overdue amounts

Ownership of goods does not pass until full payment has been received.

## **7. Lead Times**

Lead times provided are indicative only and are based on current production and supply conditions.

PCF will make every effort to meet agreed timeframes, however delays may occur due to factors outside of our control, including supplier delays, freight disruptions or labour constraints.

PCF reserves the right to deliver goods in stages where required.

## **8. Delivery & Installation**

Delivery and installation charges are based on current access, site conditions and freight costs.

PCF reserves the right to adjust delivery and installation costs where:

- fuel prices increase
- freight provider charges change
- site access conditions differ from those advised

Additional charges may apply for waiting time, re-delivery, restricted access or changes to delivery requirements.

## **9. Supply Chain & Substitution**

Due to ongoing global supply chain conditions, PCF reserves the right to substitute materials, components or finishes with equivalent alternatives where required.

Any substitutions will maintain the overall design intent and functional performance of the product.

## **10. Product Finishes & Variations**

Natural and manufactured materials may vary in colour, grain, texture and finish.

Batch variations between samples, previous orders and supplied products are normal and do not constitute a defect.

Where finishes are nominated to match or align with existing items, an exact match cannot be guaranteed.

## **11. Market Conditions**

The client acknowledges that current global market conditions may impact pricing, supply and delivery.

By accepting a quotation, the client agrees to reasonable adjustments where required due to factors outside of PCF's control.

## **12. Risk & Title**

Risk in the goods passes to the client upon delivery.

Title in the goods remains with PCF until full payment has been received.

## **13. Warranty & Claims**

All warranty claims must be submitted in writing within 7 business days of identifying an issue.

Claims must include:

- proof of purchase
- description of the issue
- supporting photographs or evidence

PCF will assess all claims in accordance with applicable warranties and Australian Consumer Law.

## **14. Limitation of Liability**

To the extent permitted by law, PCF's liability is limited to:

- repair or replacement of the goods, or
- the value of the goods supplied

PCF is not liable for indirect, consequential or economic loss, including project delays or loss of profit.

## **15. Intellectual Property**

All designs, drawings, branding and specifications remain the property of Queensland Office Industries Pty Ltd and New South Wales Office Industries Pty Ltd. Marketing materials may be used but not altered without consent.

## **16. Indemnity**

The Customer indemnifies *Queensland Office Industries Pty Ltd* and *New South Wales Office Industries Pty Ltd* against all claims arising from misuse, incorrect installation, misrepresentation, late information, incorrect site conditions or failure to comply with these Terms, except where caused by our negligence.

## **17. Force Majeure**

PCF will not be liable for any delay or failure to perform obligations due to events outside of its reasonable control, including but not limited to:

- war or geopolitical events
- acts of government or regulation
- supply chain disruption
- fuel shortages or energy crises
- industrial action
- transport interruptions

## **18. Governing Law**

For transactions with Queensland Office Industries Pty Ltd, these Terms are governed by the laws of Queensland.

For transactions with New South Wales Office Industries Pty Ltd, these Terms are governed by the laws of New South Wales.

In all cases, applicable Commonwealth legislation applies including the Australian Consumer Law, Privacy Act and PPSA.

## **19. Privacy**

Customer information is handled in accordance with Australian Privacy Principles. Information may be shared only where required for manufacturing, freight, installation or debt recovery.