

# Terms and Conditions

Buywood Furniture Aus Pty Ltd 85 157 229 080, we operate the website at Buywoodfurniture (<https://buywoodfurniture.com.au/>). Access to and use of the Website and the purchase of Products available through the Website (**Products**) is subject to the following terms.

By using the Website, you are agreeing to these terms as they may be updated by us from time to time (**Terms and Conditions**).

If you do not agree with the Terms and Conditions, that's alright, but you must stop accessing and using our Website and you must not purchase any Products through our Website.

By using this Website and purchasing any Products you warrant that you are over 18 years old or have obtained the consent of your parent or guardian if you are under 18 years of age, and have the capacity to enter into a legally binding contract with us. If you access our Website from outside Australia, you do so at your own risk and you are responsible for following applicable laws where you access our Website.

## PART A: Terms and Conditions for the Sale of Products on our Website

### General

The Products sold by us are sold on these Terms and Conditions and any additional terms and conditions which may be notified to you at the time of placing your order, for example, promotional terms and conditions.

If you set up an account to purchase Products, it is your responsibility to keep your account details and password private.

### Placing an order

To order one of our custom furniture pieces, or to design a one of one piece, we invite you to contact us or visit our showroom located at 147 Robinson St Fortitude Valley or email our team to set up an online call. Here in the showroom, or via a set up online appointment, our staff will assist you in designing your custom piece and establishing a formal quotation. To complete your order, we require additional terms and conditions to be read, signed, and agreed to.

### Price

- The price charged for a Product will be the price in effect at the time your order is placed and will be set out in your emailed formal invoice.
- If you place additional or separate orders after receiving the Confirmation Email these will be separate transactions and you may incur additional shipping and handling charges for such additional orders.
- Prices for the Products as shown on the Website include GST or other applicable taxes unless stated otherwise. Separate charges for shipping, handling and their related GST or other taxes will be identified on your formal invoice and initial quotation.
- Prices are in Australian Dollars, unless otherwise specified.

### Shipping and Delivery

All deliveries within 10km of our Brisbane Workshop will be included in the price of your formal quotation unless specified otherwise. If you require your piece to be delivered outside of this zone, your order will incur an additional delivery fee. Each customer will be provided with a delivery quotation based on the distance, delivery capabilities such as access, stairs etc. and size of the order.

We aim to deliver our Products to you in the timeframes set out in our terms and conditions or as otherwise advised to you. We may use delivery partners to deliver your order.

We, or our delivery partner, will try to let you know if we expect to be unable to meet our estimated delivery date or time, but to the extent permitted by law, we will not be liable to you for any losses, liabilities, costs, damages, charges, or expenses arising out of late or delayed delivery.

The Products will be at your risk from the time of delivery to the address that you provided. We are not liable for any loss or damage to the Product after delivery.

When you place an order, you provide authority to leave items at the address specified in your Order. If the delivery driver deems the area unsafe at their discretion, you will be advised of the next steps of where you can collect your order. If you do not collect your order within a reasonable period of time, your order will be returned to us, and you will need to contact us to make arrangements. We reserve the right to apply further delivery charges.

## **Cancellations and Returns**

Please choose carefully, we do not offer refunds if you simply change your mind or make a wrong decision. You will forfeit your deposit paid if you cancel your order at any stage before manufacturing has commenced. If you cancel your order after commencement of your custom piece, you may be liable to pay a cancellation fee of anywhere up to the full purchase price. This fee will be determined by our discretion and based on stage of manufacture and materials sourced.

To avoid doubt, nothing in our Returns Policy restricts your ability to make a claim that may be available to you for failure to comply with a guarantee under the Australian Consumer Law. We encourage you to learn more about your rights and the consumer guarantees on the ACCC website:

<https://www.accc.gov.au/consumers/consumer-rights-guarantees/consumer-guarantees>

## **Correcting errors**

We try to make sure that all descriptions and prices which appear on our Website are accurate however sometimes there may be information that contains typographical errors, inaccuracies, or omissions relating to matters including but not limited to Product descriptions, pricing, availability and offers. We reserve the right to correct errors in pricing and descriptions and we reserve the right to refuse or cancel any order if any information on the Website is inaccurate at any time without prior written notice (including after you have submitted your order).

## **PART B: General Terms and Conditions**

### **Changes to the Terms and Conditions**

We may amend these Terms and Conditions from time to time with or without further notice to you and without giving you any explanation or justification for such change. Amendments will be effective immediately upon being published on this Website.

You should check this page regularly to ensure you are aware of our current Terms and Conditions.

Your continued use of this Website constitutes your acceptance to these Terms and Conditions, including any amended Terms as and when they are published on this Website.

### **Unavailability of Website**

Access to this Website is permitted on a temporary basis. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website for business or operational reasons.

### **What you must not do on our Website**

You may only use this Website for lawful purposes and in accordance with these Terms and Conditions. You must not misuse this Website and you agree that you will not:

- Reproduce, distribute, re-transmit, re-post to any other Website, or “frame” on any other website, the Website or the materials contained in the Website, or link to our Website in a way that damages us or implies that you are associated, affiliated with, endorsed or approved of by us, when we have not agreed to you doing so, or otherwise in a manner that infringes our rights or is contrary to law;
- corrupt any data or knowingly send a virus or other disabling features including using trojan horses, or programming routines that may damage our Website;

- infringe any other person's proprietary rights;
- annoy, harass, or defame other users, or send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

## **Linked sites**

This Website may contain links to other websites (**Linked Sites**), which are not operated by us. We do not control the Linked Site and we are not responsible for the information on any Linked Site. The existence of a link to other sites does not imply any endorsement by us of the contents of the linked site. You must decide if the Linked Sites are suitable for you.

## **Linking to this Website**

If you wish to establish a link to this Website, you must first seek our approval. If we agree to your proposed link, you must comply with any terms and conditions imposed by us as a condition of such agreement.

## **User Content**

Unless you tell us otherwise, we will assume that any material you post, upload, publish, submit or transmit to us on or via the Website (**User Content**) is not confidential or proprietary in nature.

This includes any data, reviews, questions, comments, suggestions, ideas, or other information. You allow us to use any User Content that you submit for any purpose without compensation to you, including the right to reproduce, copy, adapt or change the User Content.

Where you submit any material to us, you warrant that you are authorised to provide the material, that the material is not fake, obscene or defamatory, does not infringe any third party intellectual property rights or rights of any person or corporation, and is not unlawful in either Australia or any other country where the material is or will be available electronically to users of this Website.

### Licence to Use User Content

By uploading any User Content to the Website, you warrant you are authorised to, and do, grant us a perpetual, non-exclusive and payment-free licence throughout the world to:

- reproduce, use, modify, publish, sub-licence to others and otherwise exploit the User Content; and
- modify or remove any part of the User Content at any time.

You also consent to the infringement of your moral rights in the User Content.

### Limit of liability for User Content

We reserve the right to remove any User Content at any time for any reason including if it breaches these Terms and Conditions.

We are not responsible for any loss you or any third party may suffer as a direct or indirect result of uploading User Content. This includes if we remove any of your User Content from this Website.

## **Intellectual property**

Unless we state otherwise, we own or licence all intellectual property rights on our Website and using our Website does not transfer any of these rights to you.

The Website content is protected by intellectual property laws and treaties around the world. All such rights are reserved by us and our licensors.

You may store, print, and display the content supplied solely for your own personal and non-commercial use. You are not allowed to publish or reproduce, in any format, any of the content supplied to you or which appears on this Website, and you may not use any content for any business or commercial purposes unless we agree.

## Disclaimers

You use and access our Website at your own risk. To the maximum extent allowed by law, we make no representations or warranties about our Website or the content of the Website including:

- the content supplied by this Website is provided on an “as is” and “as available” basis. We make no representation about the accuracy, reliability, adequacy, completeness or timeliness of the content or that it is suitable for any particular purpose;
- we cannot guarantee that our Website will be secure; and
- we cannot guarantee that access will be uninterrupted, error-free or virus-free.

## Liability

To the maximum extent allowed by law, we exclude any liability suffered by you or any third party in connection with your use of our Website or any of its content or any loss or corruption of data.

To the maximum extent permitted by law, under no circumstances will we be responsible for any consequential or indirect loss, suffered by you or any third party in connection with the Website, our Products or services or these Terms and Conditions.

Certain laws such as the Australian Consumer Law contain guarantees that protect the purchasers of goods and services in certain circumstances (“**non excludable consumer guarantees**”). Nothing in these Terms and Conditions or in our Refunds Policy alters any protection available to you under the Australian Consumer Law.

Our liability to you under or in connection with these Terms and Conditions, our Products or a breach of any non-excludable consumer guarantee is limited, at our option, to resupplying the goods or re-performing the services or the cost of resupplying the goods or performing the affected part of the services again. Where the Australian Consumer Law applies and there is a major failure in the goods or services, we will provide you with another remedy as required by the Australian Consumer Law.

## Indemnity

To the maximum extent allowed by law, you must indemnify us for any loss or damage you cause us arising out of or relating to your breach of these Terms and Conditions, your breach of applicable laws or your use of the Website or Products.

## Termination

We may terminate this agreement at any time on notice to you. All disclaimers and limitations of liability will survive termination.

We may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

## Other Terms

- We have the right, in our absolute discretion, to amend, remove or vary any page of this Website at any time and without notice.
- A term or part of a term of these Terms and Conditions that is illegal or unenforceable may be severed from the Terms and Conditions and the remaining terms or parts of the terms under the Terms and Conditions continue in force.
- These Terms and Conditions are governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of that state.

## Questions

For any questions about these Terms and Conditions, please contact us at:

*sales@buywoodfurniture.com.au*

*These Terms of Use were last updated on 17 May 2023*