

## CONDITIONS OF SALE

1. We, SC Luxury NZ Limited NZBN 9429047536500 agree to supply and you agree to purchase the goods unless we have agreed in writing to different conditions.
2. The price of goods:
  - 2.1 Will be the listed price listed.
  - 2.2 Include GST:
  - 2.3 Is ex Auckland showroom or warehouse. Delivery costs from these locations are for the customer's account.
3. You will pay:
  - 3.1 The agreed deposit price being 50% of the full price listed.
  - 3.2 The remainder of the price immediately on availability of the goods from the manufacturer or supplier and prior to shipment. If you do not pay us within 21 days your deposit may be forfeited without prejudice to any other rights or remedies we may have against you including our right to cancel this contract.
  - 3.3 Where partial deliveries are made a partial payment of this contract will be made relating to the items available.
4. The goods are at your own risk as soon as we have fulfilled our obligation to deliver the goods to our showroom or warehouse. We remain the owners of the goods until you have paid in full all the amounts that you owe to us for all the goods that we have supplied to you. While we are the owners of the goods:
  - 4.1 You shall not sell or dispose of the goods. If you do sell or dispose of the goods you will keep enough of the sale proceeds to pay us for the goods in a separate bank account in trust for us.
  - 4.2 You license us to enter any of your premises during normal business hours to repossess the goods. We may repossess the goods even if they are fixed to the premises. You cannot revoke this license.
  - 4.3 If we repossess the goods we may sell them and apply the proceeds towards the amount you owe us, including all costs we incur in repossessing the goods.
  - 4.4 The fact that we own the goods will not affect our right to sue for the price you do not pay us on time. We have no obligation to accept goods of suitable quality which you return to us instead of paying for them. We have no obligation to do anything to limit the loss we might suffer if you do not pay us on time.
5. If for whatever reason we agree to store these goods for you for a limited period we require payment according to clause 3 and we note the following:
  - 5.1 The goods are stored on your behalf and they are not owned by us or covered by our insurance. You are therefore required to arrange your own insurance.
  - 5.2 Our warehouses are not a temperature controlled or dust free environment and accordingly we take no responsibility for any damage whatsoever from the time of availability for delivery.
  - 5.3 We reserve the right to charge storage if goods are not accepted within 5 working days of them being available for delivery to you.
6. We will make our best endeavors to deliver the goods to you on the delivery date given. However:
  - 6.1 We will be entitled to deliver the goods at a later date without being liable to you in any way if the delay in the delivery is caused by circumstances outside our control.
  - 6.2 If the goods are unavailable to us we may cancel this agreement without incurring liability to you. If we do so we will refund any deposit you paid to us in full.
  - 6.3 You may not refuse not to accept delivery of the goods except where we have agreed otherwise in writing.
  - 6.4 Partial deliveries are acceptable.
7. Where a Customers own Material (COM) or Customers own Leather (COL) is used for upholstered items the cost and delivery of fabric (or leather) to the manufacturer is your responsibility. If we incur any additional costs in arranging this we will be immediately reimbursed by you. We also do not accept any responsibility for the quality or suitability of COM or COL or if additional quantities are required due to pattern repeats. Please note that orders are not registered by suppliers until COM details are available and supplied.
8. You acknowledge that we may spend some or all of the deposit on importation of the goods and associated costs. If you cancel the agreement for whatever reason we are entitle to refund you only part of the deposit which we have not expended.
9. These conditions shall be interpreted and governed by the law of New Zealand.

\_\_\_\_\_ accept these conditions

Signed: \_\_\_\_\_

Date: \_\_\_\_\_