



**Luxxbox USA, Inc.**  
**EIN: 32-0544981**

**P: +1 (415) 871 0448**  
**E: usa@luxxbox.com**  
**W: www.luxxbox.com**

# TERMS & CONDITIONS OF SALE

## TERMS OF PAYMENT

Trading terms are strictly cash before delivery.

1. Six-inch product, specialized, custom designed and manufactured product or modified products purchase order require 50% deposit at the time of the order, the balance prior to delivery unless prior credit account arrangements have been made and accepted by Luxxbox.
2. Where the order value is less than \$250.00 a handling fee of \$25.00 will be applied.
3. Failure to comply with the terms of payment shall constitute a breach of this Contract and Luxxbox may treat the whole Contract as repudiated and accordingly, Luxxbox reserves the right to charge a payment of 1.5% of the amount outstanding per month as an account fee on overdue accounts
4. The price or any price quoted is current as at the date of quotation but is subject to change without notice.

## DELIVERY

5. The place of delivery is the Purchaser's place of business unless otherwise notified.

## TITLE

6. The goods supplied by Luxxbox to the Purchaser shall be upon leaving Luxxbox's premises the responsibility of the Purchaser. The Purchaser should insure the goods thereafter against such risks as it thinks appropriate. Luxxbox will not be responsible for damage or loss incurred during freight once goods leave Luxxbox's premises.
7. Property of the goods supplied by Luxxbox to the Purchaser will not pass to the Purchaser until such time as the goods, which are the subject of this Contract and all other goods supplied by Luxxbox to the Purchaser have been paid for in full. Until such time as the goods have been paid for the Purchaser shall store the goods in such a manner as to show clearly that they are the property of Luxxbox.
8. Until such time as the goods have been paid for in full, the Purchaser is at liberty to sell the goods, in the ordinary course of business, as agent for Luxxbox and shall account to Luxxbox for the proceeds thereof.
9. The Purchaser and Luxxbox agree that the provisions of this clause apply notwithstanding any arrangements between the parties under which Luxxbox grants the Purchaser credit.
10. Subject to any conditions or warranties mandatorily implied by law and to any conditions and warranties contained herein, all conditions, warranties representations on the part of Luxxbox whether express or implied are hereby expressly negated and excluded.
11. Should Luxxbox be liable for breach of a condition or warranty mandatorily implied by law, its liability for such breach shall be limited to one of the following, namely, the replacement of the goods or the supply of equivalent goods, or the repair of the goods, at the sole discretion of Luxxbox.
12. Subject to any legislation or express agreement to the contrary, the Purchaser acknowledges that it does not rely on the skill or judgment of Luxxbox, its servants or agents in determining whether the goods to be supplied are fit for any particular purpose, and the Purchaser further acknowledges that advice furnished by Luxxbox with respect to the use of the goods is given on the basis that Luxxbox assumes no obligation of liability for advice given on purchases obtained; and all such advice being given and accepted by the Purchaser, at the Purchaser's risk

## EVENT OF DEFAULT

13. In the happening of any one or more of the following events, namely:
  - (a) The Purchaser fails to pay the amount owing to Luxxbox as and when it falls due for payment, or
  - (b) A receiver and manager, liquidator, administrator, provisional liquidator or official manager is appointed over all or any of the assets of the Purchaser or a scheme of arrangement is proposed or appointed with respect to the Purchaser, Luxxbox may exercise any or all of the following rights: (i) Demand payment of the whole of the Purchasers debt then outstanding notwithstanding the time for payment has not arisen, (ii) Take possession of all goods for which title has not passed to the Purchaser and for that purpose the Purchaser authorizes Luxxbox by its servants or agents to enter any premises where the goods may be situated and to take possession thereof, and/or (iii) The Purchaser agrees to pay the Company's costs and expenses including any legal fees incurred by Luxxbox in respect of

any recovery or attempted recovery of Purchaser's debt and or possession of the goods and the amount payable shall form part of the Purchaser's debt.

#### **GOODS RETURNED FOR CREDIT**

14. Except for the return of faulty or incorrectly supplied goods, a 50% re-stocking charge will be applied to all goods returned for credit. Goods are not to be accepted for credit beyond 30 days from the date of invoice.
15. In the case of a return of buy –ins against customer order, credit will only be allowed if the original manufacturer or supplier also accepts the return.
16. In the case of Six-inch product, specialized, custom designed and manufactured product or modified products against customer order, goods will not be accepted for credit under any reduced rate. Six-inch product, special, custom or modified items that have been ordered by the Purchaser cannot be returned and no refund will be possible. Orders cancelled and agreed by Luxxbox once production has commenced will forfeit any deposit.
17. All returns are to be freight paid to our premises.
18. No claim for credit will be recognized unless made within 7 days of delivery and in every case the original invoice number and date must be quoted.
19. Every care is used in the packing of the goods, but unless otherwise agreed, no responsibility is taken for loss or damage in transit.

#### **CANCELLATION**

20. The purchaser may not cancel or suspend any part of an order or sale without the written consent of Luxxbox.
21. If an order or sale is suspended or cancelled, the Purchaser must reimburse Luxxbox for any costs, charges, expenses loss of profit and consequential damage Luxxbox has or may suffer in relation to such suspension or cancellation.
22. The purchaser acknowledges that in the event that it:
  - a) becomes insolvent; or
  - b) enters into any form of external administration as recognized by the Corporations Law or the Bankruptcy Act 1966: or
  - c) is named as a debtor to any winding up or bankruptcy petition or commits any act of bankruptcy; Luxxbox shall in its absolute discretion, be entitled to cancel or suspend the sale as it sees fit.

#### **PLACEMENT OF ORDER BY PURCHASER IS CONSIDERED ACCEPTANCE OF THESE TERMS.**

Luxxbox reserves the right to alter these prices and specifications without notice. All items are sold in conjunction with Luxxbox terms and conditions

(Revised Terms & Conditions as at April 2016)

Luxxbox Pty Ltd ABN 59123193788

43 Kenyon Street, Eagle Farm

Queensland Australia 4009

P 07 3257 2822 | E info@luxxbox.com | W www.luxxbox.com

#### **WARRANTY**

Luxxbox and its Sub-contractors, unless otherwise stated per individual project or product specification, carries a maximum of 1-year warranty from date of shipment for manufactured product which is used in the commercial environment specified. This warranty covers the structural integrity of the product, and any manufacturing faults.

Luxxbox does not warrant damage as a result of moving or installing the product, or which occurs as a result of mis-use, accidental or willful damage, incorrect maintenance, or neglect of the items. Luxxbox does not warrant cover of third party supplied components or materials such fabrics, leathers, lamps, control equipment, power supplies etc. as the client must refer to the warranty supplied by the supplier/ manufacturer of these components and materials. The warranty is void if the product is modified or altered in any way by a third party. Electrical products carry a maximum of 1-year warranty from shipment date.

1. All warranty claims are subject to Luxxbox assessment and acceptance.
2. All products must be used in accordance with what is considered intended use otherwise warranty will be considered void.
3. Luxxbox have no liability to remedy any defect in a product or replace a product where the defect or fault is caused by
  - (i) the failure of the Purchaser in following specific use recommendations or guidelines; or
  - (ii) use of the product in a manner or for a purpose for which it was not designed.
4. Luxxbox warrant that it uses reasonable care and skill to ensure that its products are of reasonable quality. Luxxbox will, at its own cost, and in its sole discretion:
  - (i) remedy any defect or fault in any product purchased; or
  - (ii) replace any product in respect of which there is a defect or fault, during the warranty period.
5. Except as provided for in this warranty, and to the extent allowed by law, Luxxbox liability in respect of the product under the law of any State or Territory is excluded. Where liability may be limited but not excluded by any applicable State or Territory law, liability is limited to the full extent possible under that law.

6. Item 4 will only apply in Australia to the extent to which the provisions of the Commonwealth Competition and Consumer Act 2010 (the "Act") apply to contracts entered into by Luxxbox for the provision of goods and services.

Liability for a breach of a condition or warranty implied by the Act is limited to any one of the following, as determined by Luxxbox in its sole discretion:

(i) the replacement of the defect goods or the supply of equivalent goods; (ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired.

(v) goods must be returned to Luxxbox for any repair or remedy at purchasers cost.

(vi) will not be liable for any installation, assembly removal or storage costs associated with the return of goods

7. In no event will Luxxbox be liable to the Purchaser for any damages, including lost profits, lost savings or any other incidental or consequential damages arising out of the use or inability to use the product or any claim by any other party. All claims are limited to the repair or the replacement of the products only and do not include any labour or transportation charges. The entire risk as to the use and performance of the product is assumed by the Purchaser. The purchaser must inspect and notify Luxxbox within 7 days of receipt of any manufacturing defects. No manufacturing defect claim will be accepted after this time.

8. All information supplied by Luxxbox representatives shall be reflected in the literature or verified with Luxxbox directly if it deviates from the primary intended use of a specific product or the product limitations.

9. Luxxbox reserve the right to alter specifications, pricing and products at any time. Care is to be taken in the proper maintenance of the goods.