

General Conditions of Sales

These terms cover the consumer purchase of any Dawson & Co product (excluding our wardrobe and kitchen range) for reasonable private use in a normal residential setting.

By confirming the purchase and paying your deposit you are confirming you have read and accepted our general terms as set out below. Dawson and Co reserve the right to amend or revise the general conditions of sale.

These terms of sale cancel and replace all previous terms.

Dawson & Co may, at its sole discretion, vary these General Conditions of Sale from time to time.

1 Parties / Terms / Definitions

- 1.1 "Dawson & Co" "we", "us" and "our" means Dawsons Furniture Ltd
- 1.2 "You" and "your" means any person contracting with us to purchase Goods
- 1.3 "Goods" and "Products" means the goods and services which we have agreed to supply to you under our Terms and Conditions of Sale.

2 Pricing and Quotations

- 2.1 Price of Goods:
 - a. is the price listed on our INVOICE, shown as "Product Cost"
 - b. includes GST
 - c. excludes all costs associated with the delivery and handling of goods, which are payable by you in addition to the price of the Goods.
- 2.2 Quotes:
 - 2.2.1 Our Goods quotes are valid for 14 days from the date of the Quote.
- 2.3 Delivery Cost Estimates
 - 2.3.1 The cost of delivery of Goods whilst organised by us on your behalf is always at your cost and expense.
 - 2.3.2 An estimate of the cost of delivery is available to you at the time of ordering. This estimate will be based on our "standard delivery service" using the address provided by you on this Order, the specification of the Goods listed on this order by you on this Order, the specification of the Goods listed on this order, plus any additional details regarding the delivery address details you may have provided us. The full terms of our standard delivery services are described in Clause 15.1
 - 2.3.3 We reserve the right to contact you if we identify that additional delivery charges apply. These may include but is not limited to the identification of access restrictions associated with your delivery address or if, at the time of organising delivery you request special delivery instructions
 - 2.3.4 Rural delivery, fragile and Oversized Items may incur additional delivery charges.
 - 2.3.5 Please contact us if you would like further detail on the

cost of delivery to your address

3 Payment

- 3.1. You agree to pay:
 - a. 50% of the price of the Goods, when you order the Goods
 - b. the balance of the price of the Goods, plus any additional charges as specified in clause 2.3 above, within 7 days of being notified that the Goods are available for delivery.
 - c. If you do not pay the balance of the Goods within the specified period, your deposit may be forfeited, and your order cancelled.
 - d. We are not required to prepare the Goods for despatch or arrange for the delivery of the Goods until you have paid the full price and all applicable charges.
 - e. Payment methods are provided at "point-of-sale" and are as described on your Sales Order. A credit card surcharge applies.

4 Lead Times

- 4.1. The delivery times provided to you at the time of ordering represent our best estimate of the date when your goods will be available for delivery. "Available for delivery" means that the Goods are available at our warehouse. Additional processing time is required to prepare, book and schedule Goods for delivery.
- 4.2. The specified time of delivery for orders requiring international shipping are provided to you as an indication only and are based on our experience of the usual timeframe for such deliveries. These timeframes do not constitute a commitment on our part due to the range of factors that remain beyond our reasonable control.
- 4.3. We use all reasonable effort to deliver Goods to you within the indicated time frames however our delivery terms are not considered binding. No compensation shall be granted for any delay in delivery.
- 4.4. If your ordered Goods are unavailable to us, we are entitled to cancel your order without liability. We will arrange a full refund of any payments made by you for the unavailable Goods.

5 Risk & Ownership

- 5.1. The Goods are at your risk as soon as you have collected them, or if we are arranging delivery as soon as they have been delivered to you at the address provided by you.
- 5.2. We retain the ownership of the Goods until you have paid us in full the price and all charges owing for the Goods. If you have yet to make full payment of the price and all applicable charges for the Goods to us and are in possession of such Goods:
 - a. You must not sell or dispose of the Goods without our prior written consent. If you sell or dispose of the Goods without our prior written consent, you must retain sufficient sale proceeds in order to pay us for the Goods in a separate bank account in trust for us and immediately pay the amount owing to us.
 - b. You irrevocably authorise us to enter any of your premises in order for us to repossess any Goods, if there are sums owing by you. We may repossess the Goods even if they are fixed to the premises. We shall not be liable for any damages caused as a result of our repossession and you must meet the costs of such repossession.
 - c. If we repossess the Goods we may sell them and apply the proceeds towards the amount you owe us, including all of the costs we incur in repossessing the Goods.
 - d. The fact that we retain the ownership of the Goods will not affect our right to make any claim against you for any outstanding amount owing by you.

Cancellations, Returns, Exchanges and Refunds Policy
Please choose carefully as once your order has been confirmed, we do not refund or allow returns or exchange if you change your mind or are unhappy with your selection

6 Cancellation of Orders (prior to Delivery)

- 6.1 If your order has been confirmed, meaning you have paid your deposit, your order cannot be cancelled. If you request to cancel your order prior to delivery and we agree to cancel your order, you agree to the following:
 - a. Stock Items: you will be refunded any monies paid less a \$150 cancellation fee to cover our administrative costs and expenses incurred in handling and then cancelling the order.
 - b. Made-to-Order / Custom Orders: you will forfeit the full amount of your deposit.
(For clarity, these are Goods which are not held in stock by us and which we have ordered especially for you from our supplier).
 - c. Clearance Goods or Floor Stock Goods: We do not allow cancellations of orders for clearance or floor stock items. These Goods are purchased in the condition they are displayed, and you will be asked to sign a waiver at the time of sale to confirm this.
- 6.2 Cancellation requests must be in writing and must have been accepted by us in writing.
- 6.3 You will have no further claim to the cancelled Goods

7 Returns, Exchanges, and Refunds (of delivered goods):

- 7.1 Unless we agree on investigation that the delivered item is faulty, we are unable to accept the return of goods for refund, exchange or credit
- 7.2 If we agree the Goods are faulty, we will meet our obligations under the CGA to refund, repair or replace. This decision will be as per our Warranty Terms below.
- 7.3 In the event we agree to accept a return for reasons other than our obligations under our Warranty Terms, your request to return your items must be made in writing and be made within seven(7) calendar days of receipt of the Goods. The returned Goods must be:
 - a. in unused, and in saleable condition.
 - b. where possible, to be returned in original packing or to the packing standard they were delivered in.
 - c. that you agree to only use our preferred carriers and to pay all costs associated with the return of the Goods along with a re-stocking fee \$150
- 7.4 Clearance Goods or Floor Stock Goods:

We do not allow Returns, Exchanges or Refunds of orders for clearance or floorstock items. These Goods are purchased in the condition they are displayed, and you will be asked to sign a waiver at the time of sale to confirm this.

8 Materials & Finishes

- 8.1 It is the nature and design of the Goods we offer for sale that there will be variations from piece-to-piece. These variations are part of the intrinsic design of our product range and are features to be celebrated.
- 8.2 You acknowledge that the Goods you purchase may differ from the sample, display models or images of the Goods that you viewed, and that there may be variations in surface details and colours due to batch variations.
- 8.3 You acknowledge that those Goods made from natural materials and/or which have been handmade and/or have been aged or stressed as part of the design of the product, will have natural variations that are part of the character and property of the Goods.
- 8.4 Such variations are not considered defects in the context of our Warranty, and we will not be liable to you for any such differences.

9 Warranty Against Defect

Each of our products is covered by a relevant Manufacturer's warranty. Remedies under these warranties are in addition to the rights and remedies that you have under the Consumer Guarantees Act.

- 9.1 Consumer Guarantees Act 1993
- 9.2 If the Goods (or services) we supply do not meet the Consumer Guarantees Act, we will meet our obligations under the Consumer Guarantees Act to provide a remedy.
- 9.3 This means you will be entitled to a replacement or refund

where there has been a major failure of the Goods. If the Goods fail to be of an accepted quality or the defect is only minor, we will replace or repair the goods at our discretion.

10 Manufacturer's Warranty

- 10.1 All our Goods are sourced from Manufacturer's who provide warranties against manufacturing defects. These warranties vary according to the Goods concerned. We will advise you of the manufacturer's warranties that are applicable to your Goods.
- 10.2 We will act as the agent for all warranty claims, working with the manufacturer to assess your claim and determine a remedy as per these Terms
- 10.3 Remedies may include repair or replacement of components or parts, or replacement of the entire piece. Such considerations are at our discretion. Only in the event of a major failure of the Goods, would a refund be an agreed remedy.
- 10.4 This Warranty against defects is not transferrable. It is limited to original purchased specified in the original order.

11 Manufacturer Warranty Exclusions

- 11.1. In general, and to the maximum extent permitted by law, and subject to the CGA our manufacturers warranties do not apply where you or other third parties have caused or contributed directly, or indirectly to any damage to the Goods after the Goods have been delivered to you.
- 11.2 Nor will our manufacturer warranties apply to Goods that have been used in a way that a reasonable consumer would not use them, or if the Goods were used so much that is reasonable that it broke, or if there has been damage due to improper placement, care or cleaning, accidents, negligence, misuse, or modification.
- 11.3 Any alterations or changes to a product will also void all manufacturer warranties
- 11.4 Due to highly variable ways in which our products are used, enjoyed, and cared for by our customers, in almost all instances our manufacturers' warranties exclude all soft furnishing and coverings such as fabric and leather, as well as foam and fillings.
- 11.5 We will happily discuss with you how to care and maintain your Goods to manage the effects of normal wear and tear.
If the product quality issue you describe to us is within the applicable manufacturer's warranty terms and period and we determine in conjunction with the manufacturer that the issue is due to a manufacturing defect, we will reupholster, repair, or replace (to the same value) the Goods. The decision as to remedy will be ours.
- 11.6 It is standard industry practice that the manufacturers of the range of Goods we offer consider it normal that over time there will be natural and inevitable changes in the appearance of the Goods given ordinary use. And so for the purposes of clarity, the following situations and considerations are generally not regarded by our manufacturers to be "product defects in the context of their warranty":
- 11.7 Normal wear and tear, soiling or fading will occur due to

natural and normal usage, this includes but is not limited to:

- a. material will fade and become damaged from sun exposure
 - b. leather and fabric will fade and crease
 - c. foam will soften and form the shape of the user over time
 - d. feather emergence or seam leaching will occur on soft furnishing
 - e. fabric surfaces will pill
- 11.8 Depending on the covering and degree of use, covering materials, cushion fillings (foam and feather) and suspension may need to be replaced from time to time at your expense
- 11.9 Scars, marks, differing pore density and colour are natural characteristics of leather.
- 11.10 Natural timber goods where cracks, splits and twisting have occurred are considered the natural behaviour of wood.

12 Making a Warranty Claim

- 12.1 To claim under these warranties against defect terms, you agree to:
- a. Notify us immediately when the defect appears
 - b. Assist us to assess the defect by providing photographs of the product and defect
 - c. Provide a copy of the original sales order or tax invoice
- 12.2 To make a claim, you can lodge a case on our web site or telephone our Customer Care Team
- 12.3 When a claim has been lodged with us, we will assess your claim and respond within 5 working days.

13 Remedies for Warranty against defects

- 13.1 If we assess the Goods, or a component of the Goods to have a manufacturing defect we will, at our discretion, choose whether to repair or replace that part or the product.
- 13.2 Other than meeting our obligations under the Consumer Guarantees Act and these Warranty terms to repair replace or refund, we have no liability to you for any loss or damage of any kind suffered by you or any other person in connection with the Goods including but not limited to indirect and consequential loss.

14 Deliveries

- 14.1 Delivery Costs
- 14.2 The delivery of your goods whilst organised by us on your behalf, is always at your cost and expense.
- 14.3 An estimate of the cost of delivery can be calculated for you by our sales consultants at the time of order. This estimate shall be based on our standard delivery

service(detailed below), to the address provided by you on this order, for the delivery of the Goods as specified. Additional information regarding the specific details of your address may be requested and where applicable included in the cost estimate.

- 14.4 We reserve the right to contact you if we identify that additional delivery charges are applicable. This may include for example if you request additional delivery service at the time of delivery or if there are issues associated with delivery to your address not previously identified. Please contact us if you would like an additional quote or you have any questions.

15 Delivery Services

15.1 Standard Delivery

Our standard delivery service cost is based on:

- a. One delivery per address
- b. Delivery during normal business hours (Monday to Friday, 9am – 4.30pm)
- c. Scheduled delivery, where your goods are delivered by our carrier as part of their regular scheduled delivery run to your address location.
- d. Our delivery service excludes wiring or installation, and any other specific delivery requirements associated with awkward or difficult delivery access (refer clause 15.4 below)

15.2. Premium Delivery Services

In those areas where it is available, and in conjunction with our preferred carriers, we offer a premium delivery service that includes at no additional charge, the removal of packaging, assembly, and placement in your home.

15.3 Regional Delivery

Unless otherwise stated, delivery is door-to-door only, and excludes unpacking and assembly. A premium delivery service may be available on request to these locations and is subject to additional delivery charges. Please contact us if you would like a quote of this service.

15.4 Non-Standard Delivery and Special Delivery Surcharges.

For all non-standard and any special delivery requests, delivery surcharges may apply. These include:

- a. Rural Delivery

Rural delivery is non-standard and may be subject to additional charges if not previously identified.
- b. Oversized and/or Fragile Goods

Goods requiring specialist and or additional resources may be subject to additional costs.
- c. Large Multi Item Deliveries

Large multi-item orders may require additional resources and time, so additional handling charges may apply.

You will be advised at the time of ordering if your Order or

Goods match these descriptions. Any additional charges will be confirmed with you prior to delivery and our Customer Service team will work with you to coordinate an appropriate delivery solution.

15.5 Deferred Delivery Service

We can delay delivery for up to 90 days, but this must be by prior arrangement. Requests must be in writing to our Customer Service team, and special terms will apply. These include:

- a. Goods must be paid in full prior to being placed in storage.
- b. We offer the first 30 days free of charge, but weekly storage and warehousing fees apply thereafter and must be paid in full prior to your goods being released for delivery.
- c. After 90 days, you are responsible for making alternate storage arrangements. Once we have delivered the Goods to the address provided, the Goods are deemed to be in your ownership.
- d. Failure to pay storage fees may result in order cancellation and forfeiture of all monies paid.

16 Preparing for Delivery

16.1 Property & Premises Access:

16.2 It is your responsibility to ensure that the Goods you have ordered fit through access points such as doorways, stairways, elevators and around corners to the desired location at your premises. We do not accept requests for the return, exchange, or refund of the Goods for such reasons.

16.3. Our delivery service excludes any special delivery requirements such as balcony lifts, multi-level stairway access (above two floors) or where the delivery truck is unable to reasonably access the site due to terrain or obstacles.

16.4 In such circumstances, all additional arrangements, and costs in relation to getting your Goods into your premises, such as cranes or HIAB are your responsibility.

16.5 You must advise us of any potential difficulties that may be involved in the delivery. If you do not state the situation correctly and if on arrival our delivery partners are unable to reasonably access your property or safely deliver your Goods within their standard delivery parameters, the Goods will be returned to our warehouse. Storage fees and subsequent delivery arrangements will be at your cost.

16.6 To avoid any such unforeseen circumstances, we recommend you highlight any special delivery requirements with our Customer Services team so that a delivery solution can be established.

17 Scheduling Your Delivery

17.1 Once we have received final payment from you, your Goods will be prepared for delivery.

17.2 Our preferred carrier will contact you directly to schedule a delivery time and to confirm that an adult nominated by you will be on the premises to receive the Goods.

17.3 If there is no one available to accept delivery on the pre-arranged delivery date, you will be charged for the return of your Goods to our warehouse and a re-delivery fee will apply.

17.4 If you wish to change the delivery date or delivery address, you must contact our Customer Care Team at least 48 hours prior to the despatch of your order.

17.5 We cannot and will not accept responsibility for delivery failures or delays by our third-party contractor.

18 Delivery Acceptance

18.1 You, or your nominated adult, are required to inspect your Goods when you take delivery of them. If your goods, or the packaging shows any signs of having been damaged in transit, we ask you to photograph the packaging damage prior to unpacking, and note the damage on the delivery documentation presented by the carrier for your signature.

18.2 You are required to notify us in writing or via our website Service Request form of any damage to the Goods or shortages within seven (7) calendar days of delivery, after which your order will be deemed to have been accepted by you.

18.3 We do not accept any responsibility for any arrangements made between you and our carrier for the Goods to be delivered without the acceptance by a nominated adult. In such circumstances the Goods are deemed to have been accepted by you as having been delivered in full without damage.

19 Storage Of Goods

19.1 We offer the first 30 days free of charge for the storage of your goods from when they are available for delivery.

19.2 Weekly storage and warehousing fees apply thereafter, refer to clause 15.5 Deferred Delivery Service for charges and store terms.

20 Force Majeure Events

20.1 We mainly import goods from overseas suppliers who, in rare occasions may not supply the goods you have ordered. If this, or an "act of god", or nature or other event outside of our control prevents us from providing your goods, we may cancel your order and refund your deposit without liability to you whatsoever.

20.2 If a Force Majeure event occurs, and we are prevented, hindered, or delayed from performing our obligations we will not be liable for non-performance of our obligations to the extent that our performance is impacted by a Force Majeure event.

20.3 Force Majeure Event means any circumstance or event which is beyond the reasonable control of a party, including any act of God, riot, war, civil unrest, flood, epidemic or pandemic, earthquake, fire, lightning, storm, or similar event.

21 Liability (Disclaimer & Indemnity)

21.1 Except where otherwise provided, we shall not be liable for any loss, or damage of any kind whatsoever arising from the supply of the Goods by us to you, including consequential loss, whether suffered or incurred by you or another person and whether in contract or

tort (including negligence) or otherwise and irrespective of whether such loss or damages arises directly or indirectly from the Goods supplied by us to you.