

STUDIO ITALIA LIMITED

TERMS AND CONDITIONS OF SALE

This order confirmation is subject to the following terms and conditions of sale.

1/DELIVERY:

Expected delivery times vary depending on supplier and time of ordering. Please refer to estimated delivery time on invoice. While Studio Italia Limited ("the Company") endeavours to meet all deliveries on time, occasionally goods are delayed through circumstances beyond the Company's control. It is the Company's policy to contact its clients when a delivery delay occurs, and notify the purchaser of the revised delivery date.

2/MATERIALS & FINISH:

Colours in fabric batches may vary from the sample swatch, likewise timber, lacquer, stone/marble and metal finishes. The Company will not be responsible for slight variations.

3/TERMS OF PAYMENT:

A surcharge of 2% applies on all payments made by credit card. Payment is by way of 50% deposit upon order confirmation with the balance payable on arrival of goods into New Zealand. The order will not be processed until the deposit has been received. The goods will not be delivered to the purchaser until payment for the balance of the purchase price has been made in full. Without limiting the Company's other rights and remedies, if a payment is not made on the date it falls due, the Company may, at its option, charge the purchaser interest at 16% per annum, calculated on a daily basis from the due date until the date payment has been received.

4/DELAYED DELIVERY OR INSTALLATION:

If for any reason the purchaser cannot take delivery of the goods when ready for delivery, storage must be arranged at the cost of the purchaser, but payment of any balances outstanding must be made on receipt of the invoice for the goods in storage. If for any reason the installation or delivery of the goods does not occur within three months of arrival of the goods in New Zealand, the Company may, at its option, recalculate the costs of delivery and/or installation of the goods, with any increase in such costs to be paid by the purchaser.

5/CANCELLATION OF ORDER:

If for any reason an order for furniture is subsequently cancelled by the purchaser before the goods arrive in New Zealand, the Company reserves the right to use the deposit to defray the costs incurred by the Company in importing the goods, including (but not limited to), supplier, delivery and import costs. If for any reason an order for furniture is cancelled after the goods arrive into New Zealand (whether before or after delivery of the goods to the purchaser), 20% of the purchase price of the goods will be kept by the Company as a stocking fee and the remainder of the deposit paid by the purchaser will be held as a store credit for future use by the Purchaser. An order for kitchens, wardrobes, wall units, COM fabrics and bespoke furniture cannot be cancelled after the Company has placed the order with its supplier and the Purchaser agrees that it will be liable for the full purchase price upon demand being made by the Company. The Company reserves all rights and remedies available to it to pursue the Purchaser for payment in full, including (without limitation) keeping the deposit paid and charging interest at 16% per annum, calculated on a daily basis from the due date until payment in full has been received, as well as enforcement costs (including legal fees on a solicitor and own client basis).

6/RETURN OR REJECTION OF GOODS:

The purchaser will inspect the goods supplied immediately after delivery, or installation. No claim will be recognised by the Company unless made upon delivery, or immediately after installation. The Company will not be responsible for variations in measurements at point of installation where the Company has not undertaken a site measure. The Company orders on the basis that the said measurements are a true and accurate reflection of the space allocated for the products the Company is to install. If you accept delivery of the goods and subsequently change your mind and want to return the goods: (a) you must notify us within 48 hours of delivery of the goods and the Company will decide in its sole discretion whether to accept the goods for return; and (b) the Company will only accept returned goods if they are in the **same condition** as when delivered to you (if there is any damage, as assessed by us in our discretion, the goods cannot be returned); and (c) if the Company decides to accept your goods for return, the Company will reimburse you the purchase price less 20% as our restocking fee for returned goods and any other costs associated in facilitating the return of the goods to our warehouse/showroom.

7/TITLE & RISK:

All designs/drawings for custom-built pieces will remain the property of the Company until such time as invoicing is completed with deposit paid. Risk in the goods passes to the purchaser when the goods are delivered to the purchaser’s site. Title to all goods shall not pass to the purchaser **until the purchaser has paid (in full) for all goods ordered and has paid all other amounts due to the Company. Without limiting the Company’s other rights and remedies, failure to make payment in accordance with the above terms shall entitle the Company to take possession of the goods in the event of a dispute, receivership, or liquidation.**

8/WARRANTIES, CONSUMER GUARANTEES AND FAIR TRADING:

(a) To the extent permitted by law, the Company excludes any warranty, condition or obligation imposed or implied under common law, equity or otherwise. (b) Where the purchaser is “in trade” within the meaning of the Fair Trading Act 1986 or the Consumer Guarantees Act 1993 (as the case may be), Studio Italia and the purchaser agree to contract out of the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14 of the Fair Trading Act 1986 (Acts). (c) The purchaser acknowledges that the effectiveness of contracting out of the Acts is subject to compliance with the statutory tests including that it is fair and reasonable that the purchaser be bound by those terms.(d) Where Studio Italia is supplying goods and services to the purchaser other than a purchaser that is in trade, the provisions of clause 6(b) and (c) will have no effect and the provisions of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 will apply.

9/LIMITATION OF LIABILITY:

To the extent permitted by law, the Company shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by the purchaser or another person and whether in contract, or tort (including negligence) or otherwise and whether such loss or damage arises directly or indirectly from goods or services provided by the Company to the purchaser. To the extent that the Company is liable for any reason for any loss suffered or liability incurred by the purchaser arising from any breach of these terms or for any other reason, such liability is limited to the purchase price of the goods or services concerned. If goods are rejected by the purchaser, or if the purchaser makes a claim in writing to the Company in relation to goods provided, the Company may, in its discretion and as permitted by law, repair or replace the goods, or refund the price of those goods to the purchaser, provided that:

- the rejected goods must be returned or the claim must be made in writing to the Company within 14 days after delivery; and
- the purchaser must supply the date and number of the invoice relating to the goods; and
- the Company must be given a reasonable opportunity to inspect the goods and the purchaser’s claim.

10/PRIVACY OF INFORMATION:

The purchaser authorises the Company to collect, retain, use and disclose information about the purchaser in accordance with the terms of the Company’s privacy policy, which can be found here: <https://go.studioitalia.co.nz/studio-italia-privacy-policy>

ACCEPTANCE

I, as authorised purchaser for the above, accept the terms and conditions of sale as detailed above, and will arrange payment for \$..... as deposit.

Signed.....Date.....

Name (block caps)

Please note – by paying a deposit, the purchaser is deemed to have accepted the above terms, even if this acceptance section has not been signed.

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Furniture | Wardrobes | Kitchens

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