

## **GENERAL**

All goods purchased from LUMO EXTERIOR are sold subject to these terms and conditions, which constitute the entire contract between LUMO EXTERIOR (the Supplier) and the Buyer (the Customer). These terms prevail over any other terms unless required by law.

## **PRICES**

Prices are subject to change without notice. The applicable price is the one in effect at the time of order confirmation unless otherwise stated in writing by the Supplier.

## **ORDERS**

All orders are subject to these terms and conditions, regardless of any inconsistencies in the Buyer's order unless agreed in writing by the Supplier. Mail and facsimile orders are treated as new orders unless clearly marked "confirmation."

## **DELIVERY**

Delivery within the Supplier's nominated metropolitan area incurs a freight charge. Deliveries outside this area incur additional freight charges at the Supplier's discretion.

## **PROGRESSIVE DELIVERY**

The Supplier may deliver goods progressively and is entitled to payment for each delivery. If the Buyer fails to make a progress payment within 30 days, the Supplier may withhold further deliveries without liability.

## **GOODS DAMAGED IN TRANSIT**

The Supplier is not responsible for goods damaged in transit unless delivered by the Supplier's vehicles or contractors. The Supplier must be notified immediately of any damage.

## **THIRD PARTY COURIERS**

The Supplier is not liable for damage, loss, delayed delivery, or theft once goods are handed to third-party couriers. Customers should inspect goods upon receipt and report any issues directly to the courier.

## **CUSTOM FABRICATION & POWDER-COATED TO ORDER JOBS**

Custom orders are non-returnable and non-refundable. Customers must ensure all specifications and colors are correct before confirming orders and making full payment. The Supplier is not liable for damages if pickup is delayed beyond five business days.

## **RETURNS**

Goods may be returned within 14 days if due to Supplier error or defects, with prior written notification and a copy of the freight note. For returns due to over-ordering or incorrect ordering, goods must be returned at the Buyer's cost within 14 days and may incur a 30% restocking fee. Acceptance of returns is at the Supplier's discretion.

## **CLEARANCE ITEM SALES AND RETURNS POLICY**

All sales of clearance items are final. No returns or exchanges are accepted.

**WARRANTIES**

Supplier warranties are limited to those required by law. Liability is limited to the net invoice price of the goods. The Supplier is not liable for advice given regarding the suitability of goods, nor for any consequential loss.

**INTEREST**

Interest on overdue payments is charged at the Supplier's bank's indicator lending rate plus 4%, calculated daily.

**ACCEPTANCE & CLAIMS**

Goods are deemed accepted unless the Supplier is notified of any claim within seven days of delivery.

**EXCLUSIONS OF LIABILITY**

The Supplier is not liable for damage in transit unless delivered by the Supplier's vehicles. Delivery times are estimates only, and the Supplier is not liable for delays.

**RETENTION OF TITLE**

Property in the goods remains with the Supplier until full payment is made. The Supplier may repossess goods if the Buyer defaults on payment.

**PERSONAL PROPERTY SECURITIES ACT 2009**

The Customer acknowledges that the Supplier holds a security interest in all goods supplied and their proceeds until full payment is made. The Customer consents to the Supplier registering this interest.

By placing an order, the Buyer agrees to these terms and conditions. For any queries or further details, please contact LUMO EXTERIOR.