

## TERMS AND CONDITIONS OF SALE

- 1 All prices are inclusive of GST and Quotations are valid for 30 days only  
2 The full amount is to be prepaid before the order is processed  
3 Only Visa and Mastercard credit cards are accepted. Other payment options include direct deposit and cheques. We are unable to accept cash.  
4 Insurance risk in the goods passes from the Seller to the Buyer immediately upon delivery.  
5 There are no refunds on custom made items. If ready-made or 'off the shelf' items are still in their original packaging, we will be able to offer an exchange. A restocking fee of 15% and a re-delivery fee will be incurred to cover costs. If items have already been assembled and/or used, we are unable to exchange them. For full details please see our Credit and Refund Policy on our website – [www.fastofficefurniture.com.au](http://www.fastofficefurniture.com.au)  
6 No allowance has been made for any electrical/data cabling or connection unless noted otherwise  
7 No allowance has been made for fitting any wall fixtures. Additional costs apply to fit whiteboards, pinboards etc  
8 No allowance has been made for any work to be completed outside of normal business hours, unless noted otherwise  
9 By signing our delivery note, you acknowledge receipt of all goods listed thereon in full and undamaged  
10 This document, inclusive of any drawings, is confidential between Fast Office Furniture Pty Ltd and the addressee  
11 This document shall remain the intellectual property of Fast Office Furniture Pty Ltd and cannot be reproduced in part or in whole without our written consent  
12 By placing an order, or doing business with Fast Office Furniture Pty Ltd, you acknowledge, accept and understand all of the Terms & Conditions including Retention of Title  
13 **RETENTION OF TITLE**  
13.1 Title shall not pass. Title to and ownership of the goods remains with Fast Office Furniture Pty Ltd (the seller) until (the buyer) has paid for the (goods) in full and including G.S.T., delivery charges and other duties or charges invoiced  
13.2 Relationship between (seller) and (buyer)  
The (buyer) shall take custody of the (goods) and retain them as the fiduciary agent and bailee of Fast Office Furniture Pty Ltd (the seller)  
Storage of the goods.  
13.3 Subject to dealing with the goods as contemplated by this clause, the (buyer) must keep the (goods) stored separately and in a manner to enable them to be identified, properly stored, protected and insured. The (buyer) must not create any form of encumbrance over the goods which is inconsistent with Fast Office Furniture Pty Ltd (the seller) title to and ownership of the goods  
Authority to repossess  
13.4 If the (buyer) does not pay for the goods in full, the (buyer) authorises Fast Office Furniture Pty Ltd (the seller) and its servants and agents, to enter upon the (buyers) premises at any time to do all things necessary to repossess the (goods).  
Dealing with the goods – resell  
13.5 The (buyer) may resell the (goods). But only as fiduciary agent for Fast Office Furniture Pty Ltd (the seller). Any right to bind Fast Office Furniture Pty Ltd (the seller) to any liability to any third party by contract or otherwise is expressly negated. The buyer shall hold in trust for Fast Office Furniture Pty Ltd (the seller) any proceeds of sale received from third parties which relate to the (goods) and shall keep such proceeds in a separate account until the liability to Fast Office Furniture Pty Ltd (the seller) has been discharged.  
13.6 Dealing with the Goods – making new product  
13.6.1 This subclause applies if the (buyer) makes a new product from the (goods) by some method of manufacture or construction or mixing the (goods) with other articles. The (goods) are deemed to be made into the new product immediately upon the commencement of the method or mixing.  
If the (buyer) sells the new product to a third party, the (buyer) holds on trust for Fast Office Furniture Pty Ltd (the seller) the part of the proceeds of sale received from the third party as relate to the (goods). Such part is deemed to be the proceeds of sale received by the (buyer) in an amount equal in dollar terms owing to Fast Office Furniture Pty Ltd (the seller) by the (buyer). If the new product is not sold to a third party the (buyer) agrees with Fast Office Furniture Pty Ltd (the seller) that ownership in the new goods immediately passes to Fast Office Furniture Pty Ltd (the seller) and subclauses 13.3 and 13.4 apply to the new product.  
13.6.2 Outstanding balances on overdue accounts shall be charged interest at the rate of 5% p.a. calculated daily from the date on which the account becomes overdue  
14 These conditions (which shall only be waived in writing signed by the Seller) shall prevail over all conditions of the Buyer's Order to the extent of any inconsistency.  
15 The Seller and Buyer agree that, should any dispute arise in relation to, or reasonable associated with, these Terms and Conditions, the applicable law shall be that of the State of Queensland.  
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