

**UCI**  
**GENERAL TERMS AND CONDITIONS OF TRADE**

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These terms and conditions may form the basis of any agreement between UCI ("UCI") and the purchaser ("Customer") of goods ("Goods") supplied by UCI.

**1. Orders**

- (a) UCI provide Customer with a written quote ("Quote") which contains specifications for Goods ordered by Customer including the proposed delivery date and the price of the Goods.
- (b) A Quote shall be valid for thirty (30) days from the date that it is issued by UCI.
- (c) Customer must provide UCI with written acceptance of the Quote within the 30 days before there is a binding contract ("Order") between the parties.
- (d) An Order may only be cancelled with UCI's written consent. Customer agrees to reimburse UCI for costs incurred by UCI in connection with the Order to the date of cancellation.

**2. Pricing and Payment**

- (a) UCI may charge the Customer additional costs incurred by UCI as a result of the following: (i) Customer changing an Order after materials have been ordered or production has been commenced; (ii) the section dimensions of tables and work surfaces ordered not fitting within the site lift; (iii) failure of Customer to accept delivery of the Goods on the delivery date; (iv) the delivery being beyond the scope defined in clause 3(a); (v) the Goods being delivered in installments or in more than one delivery; (vi) delays or complications in the delivery due to difficult access to the premises, misrepresentations made regarding access and description of the premises or failure to provide particulars regarding access and nature of the premises; (vii) any charges imposed by a third party in connection with the installation and delivery; or (viii) any increase in existing or imposition of new taxes, customs duties or government levies.
- (b) UCI shall provide Customer with an invoice ("Invoice") for the Goods delivered and the customer shall pay UCI the Purchase Price within fourteen (14) days of the date of the Invoice.
- (c) In the event that Customer fails to pay the Purchase Price in 14 days UCI may charge interest equivalent to the Westpac Indicator Lending Rate until the Purchase Price is paid in full; Customer shall not be entitled to set off against the Purchase Price any money alleged to be owing by UCI.

**3. Delivery**

- (a) "Delivery" is defined as a single delivery within the metropolitan area during normal business hours (Monday – Friday 8.30am to 5.00pm) with clear and unobstructed access (via goods lift and/or no more than 5 stairs).
- (b) Should the delivery date be postponed by:
  - (i) The Customer then agrees to pay UCI's additional costs incurred in redelivery and storage;

**4. Return of Goods**

- (a) UCI is under no obligation to accept any return of Goods in accordance with the specifications of the Order. Customer shall pay UCI restocking fee equal to 20% of the Purchase Price for Goods permitted by UCI.
- (b) In the event that Customer has received Goods that are not in accordance with the specifications of the Order, Customer must provide UCI with written notice within seven (7) days of the date of delivery. If UCI agrees with the discrepancies in the notice, UCI may, at its discretion, replace the Goods, provide a discount, or give Customer a credit.

**5. Title and Risk**

- (a) Upon delivery of the Goods to the Customer's premises or such other location, the Goods shall remain at the risk of the Customer.
- (b) Title in the Goods shall be retained by UCI until full payment of the Purchase Price.
- (c) If the Goods have been delivered but Customer has not paid the full Purchase Price, Customer must insure the Goods against all risks for a value not less than the Purchase Price. Customer shall hold any proceeds of insurance received in trust for UCI and shall pay any monies received first to UCI until full payment of the Purchase Price is received by UCI.

**6. Liability and warranty**

- (a) UCI shall not be liable for any loss, damage, costs or expenses suffered by Customer, to person or property, arising from the manufacturing, installation or use of the Goods. Notwithstanding the foregoing, UCI's liability shall be limited to an amount not exceeding the Purchase Price for the Goods in question.
- (b) UCI warrants all Goods against faulty workmanship and materials for a period of 12 months from delivery. This warranty does not include fabrics, which are offered with their standard manufacturer's warranty.

**7. Intellectual Property**

Customer acknowledges UCI retains all proprietary rights, title and interest in the Goods including all trade names used by UCI. Customer shall not permit any of the Goods or UCI's trade names to be copied, reproduced, or manufactured by its employees, agents or any third party without UCI's prior written consent.

**8. Termination**

- (a) If Customer fails to perform any of its obligations under these terms and conditions, UCI may immediately terminate the Order by written notice of termination to Customer.
- (b) An Order will immediately terminate without notice, in the event that (i) Customer becomes insolvent, unable to pay its debts (ii) discontinues its business; (iii) Customer is assigned or becomes bankrupt; (iv) a receiver, manager, liquidator or administrator has been appointed to deal with Customer's assets; (v) there is a change of control of the Customer; or (vi) Customer dies or become incapacitated. In the event that the Order is terminated pursuant to this clause, any money owing by Customer to UCI becomes immediately due and payable.

**9. Force Majeure**

UCI shall not be liable to Customer for any delay or failure to perform its obligations under an Order or these terms and conditions resulting from circumstances beyond its reasonable control. In the event of a Force Majeure, UCI may (a) extend the time for fulfilling its obligations under the Order for a period not to exceed three (3) months; or (b) terminate the Order.

**10. Miscellaneous**

- (a) Customer shall not transfer, assign, or otherwise grant the Order to any third party without UCI's prior written consent.
- (b) Any notice required to be given under these terms and conditions shall be in writing.
- (c) Each Order is governed by and subject to these terms and conditions and together these two documents constitute the entire agreement between the parties. If any part of these terms and conditions are found void and unenforceable, it will not affect the validity of the balance of these terms and conditions.
- (d) The laws of the applicable state or territory govern these terms and conditions.