

CONDITIONS OF SALE

1. VARIATIONS IN NATURAL / HYBRID TIMBER PRODUCTS FEATURES AND COLOURS

1.1 Timber is a natural material and will have colour variations from piece to piece and batch to batch. Care needs to be taken when selecting from a single sample and variations from samples on display and dispatched stock are to be expected. The moisture content of timber flooring will change in accordance with the weather, local conditions and continues to increase or decrease once it is installed. Therefore, it is expected that the surface of the floor will change including checking, fine cracks on and between boards. UV light affects colour fastness and all products will fade over time. All efforts should be made to avoid prolonged exposure to direct sunlight.

2. PRICE

2.1 The Customer must pay the Product price set out in Golden Elite Groups price list current on the date the purchase order is accepted by Golden Elite Group. Unless otherwise stated all prices are exclusive of GST and all taxes, and are subject to alteration without notice. Any pricing issue concerning invoice value must be notified directly to accounts@goldenelitegroup.com.au within 7 days of invoice date.

3. ORDERS

3.1 Golden Elite Group may accept or reject orders it receives. An order is only accepted by Golden Elite Group when it is acknowledged by Golden Elite Group in writing or when the Product is delivered by Golden Elite Group. Accepted orders cannot be canceled without the prior consent of Golden Elite Group, which may be refused or given with conditions. Customers are requested to email their orders through to our Orders Department in Brisbane:

Email: orders@goldenelitegroup.com.au
Phone: 07 3189 7117
Head Office Business Hours: 8 am – 5 pm Monday to Friday

3.2 INDENT ORDERS:

A written purchase order is required prior to procuring product(s) not included in our core product range. Please contact your sales representative or Orders Department for further clarification on this type of order. All orders for non-stocked lines require a 50% deposit before the order can be processed. All deposits are non-refundable.

3.3 BAILING FEE:

\$40.00 for orders over \$500

4. DELIVERIES

a) WITHIN BRISBANE METRO AREA:

Delivery charges are not included unless otherwise requested. Delivery to any site is based on unloading of goods by mechanical means.

b) DELIVERIES OUTSIDE BRISBANE METRO AREA:

Delivery to these areas must be individually arranged with our Orders Department.

c) COURIER DELIVERIES:

All courier deliveries are to be arranged by the customer at the customers' cost and confirmation must be given to our Orders Department at the time of ordering.

d) SITE DELAYS WHILST UNLOADING:

For prolonged waiting times on site, an additional charge may apply.

5. CUSTOMER PICK-UP

5.1 Customers are welcome to collect orders from our warehouse.

a) Any orders received will be processed within 2 hours to confirm the order and invoice. Once the order has been paid (for COD customers) we will provide you with a pickup code/time and/or confirm delivery booking.

b) The minimum turnover time of GE warehouse is 4 working hours from order confirmation/payment COD). Cut off time for next day pick up or delivery (delivery availability to be confirmed with transport) is 1 PM

c) Hand-loading or fork loading must be advised in the email. If a pickup date is not confirmed the order will not be packed in advance due to limited space for packed orders in the warehouse.

d) GE only provide forklift-load service for pickup.

NOTE: We highly recommend goods to be loaded onto customers vehicles by forklift in order to reduce any risk of personal injury or property damage. Please be advised that any orders that are not able to be loaded onto a vehicle by forklift will be left at a convenient place nearby the vehicle for the person picking up to load themselves. Warehouse

staff are not responsible for hand-loading goods into customer's vehicles Person/s picking-up orders should be capable of loading the goods into their own vehicles

6. STOCK ON HOLD

6.1 For any orders requested to be held in our warehouse for greater than 30 days but less than 90 days from the date of order receipt, there will be a 30% stock holding fee. For orders that are required after 90 days from receiving the order, the current price ruling at the date of delivery will apply.

7. RETURNS/WARRANTY CLAIMS

7.1 Golden Elite Group products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

To the extent permitted by law, all warranties are excluded from these Conditions of Sale, including under the Act except as provided for in these Conditions of Sale.

To the extent that any term or condition of these Conditions of Sale is unenforceable, it shall be severed from these Conditions of Sale and the balance shall apply with any necessary modifications permitted by law.

In light of the foregoing, if the Customer does not advise Golden Elite Group in writing of any fault, damage or defect in Product or failure of Product to comply with the terms of a contract made pursuant to these Conditions of Sale within 14 days of delivery:

- a) the Customer is deemed to have accepted the Product and is deemed to agree that the Product is not faulty, damaged or defective and comply with a contract made pursuant to the terms of these Conditions of Sale; and
- b) the Purchaser releases and discharges Golden Elite Group from and against any claims, actions, loss or liability relating to any fault, damage or defect in the Product or any failure of the Product to comply with the Conditions of Sale.

7.2 Golden Elite Group will replace any Product which in its opinion, appears to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions of Sale if:

- a) the Customer advises Golden Elite Group in writing of a fault, damage or defect in Product or a failure of Product to comply with the terms of these Conditions of Sale within 14 days of delivery;
- b) the Customer has not used the Product;
- c) the Customer returns the non-complying Product to Golden Elite Group within 14 days after authorization by Golden Elite Group (or its authorised representative) and the issue of a Golden Elite Group goods return authority(GRA);
- d) If any Product is replaced under this condition, Golden Elite Group will have no additional liability to the Customer such as installation costs.
- e) return freight is the responsibility of the sender and must be prepaid.

7.3 EXCLUSIONS:

- a) No Orders can be returned to the warehouse without prior approval and a completed Goods Return Authority (GRA)
- b) Any products with an expiry date (including water-proofing, adhesives, timber glue, or special products) cannot be returned or refunded.
- c) No return for package damaged or moisture damaged goods due as the product needs to be in a saleable condition.
- d) No exchanges or returns for discontinued batches (includes flooring and tiles). Any return needs to be confirmed by Golden Elite Group with the relevant invoice and must be prior approved.

7.4 GOLDEN ELITE GROUP WARRANTY CONTACT DETAILS:

Name: Golden Elite Group
Address: 680 Boundary rd. Richlands QLD 4077
Phone: 07 3189 7117
Email: orders@goldenelitegroup.com.au

7.4 Pricing and return claims not made in accordance with conditions 2 and 7 will be rejected and invoices will be due and payable within the nominated payment terms.

7.5 GOODS RETURNED:

Goods returned will not be accepted unless prior notification is given in writing and consent is given by Golden Elite Group. Returns will only be considered if returned within 14 days after dispatching.

- a) All goods must be in original packaging, be in original order and condition and
- b) All return freight charges are to be PREPAID.

7.7 RESTOCKING FEE:

- a) Returned goods:
 - i) Flooring: A restocking fee of \$50 will apply or 15% of the value of the goods, whichever is the greater
 - ii) Tiles: A restocking fee of \$100 will apply or 30% of the value of the goods, whichever is the greater
- b) Canceled orders: A 10% restocking fee will be charged for any cancellations of orders on hold in the warehouse.

8. LIMITING LIABILITY

8.1 These Conditions of Sale set out the entire agreement between the parties in relation to their subject matter. The terms of the United Nations Convention on Contracts for the International Sale of Goods, 1980 (the Vienna Convention) and all other terms or conditions in relation to the subject matter of these Conditions of Sale, whether implied by use, statute or otherwise, are expressly excluded.

8.2 Except as expressly provided in these Conditions of Sale and except for any condition or warranty the exclusion of which could be void or otherwise contravene the Act or any other equivalent competition or consumer law in Australia (Non Excludable Condition), Golden Elite Group disclaims all conditions, warranties and representations, either express or implied with respect to the Products.

8.3 Subject to any warranty provided by Golden Elite Group in respect of the Product and notwithstanding where legislation implies into these Conditions of Sale a Non-Excludable Condition, to the fullest extent permitted by the Act or any other equivalent competition or consumer law in Australia:

- a) the liability of Golden Elite Group to the Customer for any reason related to the performance of the Product under these Conditions of Sale shall be limited (at the election of Golden Elite Group) to the replacement or repair of the Product or the amount paid or payable by the Customer in respect of the particular Product; and
- b) other than in respect of clause 8.3(a), in no event will Golden Elite Group be liable to the Customer for any:
 - (i) claim or damage arising out of or in connect with the Product or these Conditions of Sale; or
 - (ii) indirect loss or consequential loss, loss of profits, loss of revenue, loss of goodwill, exemplary damages in connection with or arising out of these Conditions of Sale and the supply of the Product even if advised of the possibility of such damages or if such loss ought reasonably to have been in the contemplation of both parties at the date of these Conditions of Sale.

8.4 No statement of recommendation made or advice, supervision or assistance given by Golden Elite Group, its employees, agents, transport contractors or representatives whether oral or written must be construed as or constitutes a warranty or representation by Golden Elite Group or a waiver of any clause in these Conditions of Sale. Golden Elite Group is not liable for loss or damage arising directly or indirectly from any such statements, recommendations, advice, supervision or assistance.

9. PAYMENT

Payment claim is made in accordance with the provisions of building & constructions industry payment act 2004. Full payment needs to be completed before the dispatching, unless having a pre-approved account. Quotes will only be valid for 30 days from the date purchase order is received. Prices and specifications are subject to change without notice. All Labor & Installation costs must be paid upfront.

9.1 PAST DUE ACCOUNTS:

Past due accounts will be subject to a 0.83% per month charge.

10 OWNERSHIP OF GOODS

Risk in all goods supplied will pass to the Customer on delivery. Title in and to all goods supplied will remain with Golden Elite Group and Newpearl Ceramics Group Australia and not pass to the Customer until the Customer has paid:

- a) the purchase price in full for those goods; and
- b) any other amount due and payable for any other goods supplied by Golden Elite Group and Newpearl Ceramics Group Australia. The Customer acknowledges that it holds the goods solely as bailee for Golden Elite Group and Newpearl Ceramics Group Australia until title in and to the goods passes to the Customer in accordance with this clause.

11. ACCOUNTS POLICY

- a) First \$10,000 dollars' worth of purchases must be upfront payment before any consideration for credit accounts. Stock will not be dispatched before remittance is received by accounts at orders@goldenelitegroup.com.au
- b) Credit accounts must be approved by Golden Elite Group Director & Newpearl Oceania Branch Director and are subject to approval by credit insurance.
- c) All credit accounts need to have the client's director guarantee or accounts will not be approved.
- d) When the credit account is approved & established, \$5,000 account credit will be applied. After 3 months, \$10,000 account credit can be applied through a new application. Then after 12 months, \$15,000 account credit can be applied through another new application.

All applications will be subject to be approved by the Director of Golden Elite Group.
- e) If the payment due date falls on a weekend or a public holiday, then the accounts are due on the next working day. Any orders exceeding the amount needs to be paid prior to dispatch with a proof of remittance.
- f) All Labor & Installation costs must be paid up front.
- g) If payment is not received by due date no further stock will be dispatched until remittance is received by accounts
- h) All purchase orders and remittance must be sent to orders@goldenelitegroup.com.au

12. OTHER EXPLANATIONS

- a) All prices are excluding GST.
- b) underlay is sold in rolls only
- c) Flooring is sold in boxes only
- d) Trims are sold by length

13. MISCELLANEOUS

13.1 Nothing in these Conditions of Sale is intended to exclude, restrict or modify rights which the Customer may have under the Act or any other equivalent competition or consumer law in Australia which may not be excluded, restricted or modified by agreement.

13.2 A party waives a right under these Conditions of Sale only if it does so in writing.

13.3 Golden Elite Group may assign or otherwise deal with the benefit of any contract made pursuant to these Conditions of Sale without the consent of the Customer.

13.4 These Conditions of Sale are governed by and must be interpreted in accordance with the laws of the place in which the Product delivered. The parties irrevocably submit to the non-exclusive jurisdiction of Queensland.

Current from 1st January 2022