

COMPLETE PAD – TERMS & CONDITIONS

This document sets out the terms and conditions accepted by you when you engage TOUCH INTERIORS PTY LIMITED (A.C.N. 099 516 024) of Suite 4, Gunshot Alley, Suakin Drive, Mosman in the State of New South Wales trading as Complete Pad ("Complete Pad") to supply and install a furniture package in your property.

By engaging Complete Pad you hereby accept the following terms and conditions for the supply and installation of a furniture package for a property of which you are the registered proprietor (or will be the registered proprietor at the date of installation) or are duly authorised by the registered proprietor of the Property to accept these terms and conditions on their behalf.

1. Entire terms and conditions (including Itemised Quotation annexed hereto)

- a) These terms and conditions shall be read and construed as including the Itemised Quotation provided by Complete Pad to you.
- b) These terms and conditions including the Itemised Quotation embody the entire agreement between the parties with respect to its subject matter and supersede any prior negotiation, arrangement, understanding or agreement.
- c) Any brochures, websites and other printed or advertising material produced by Complete Pad are for illustrative or promotional purposes only and do not form part of these terms and conditions. Any pictures, illustrations and/or descriptions of furniture within such illustrative or promotional material may vary from the furniture provided in accordance with these terms and conditions and you shall not be entitled to make any objection or claim for compensation in relation to any such variation; and
- d) Any amendment to these terms and conditions and/or the Itemised Quotation must be agreed by the parties in writing.

2. Payment of Consideration

- a) You agree to pay the total cost of the supply and installation of the furniture package including but not limited to Complete Pad's fees at the rate of two hundred and forty dollars (\$240.00) per hour, the cost of all furniture included in the furniture package, all associated labour and contractors costs and fees, shipping costs, demurrage costs, storage costs, restocking and holding costs, any applicable cancellation fees, any additional disbursements plus all applicable Goods and Services Tax ("Total Cost") by way of the following instalments:

- I. A first instalment equal to 50% of the Total Budget Amount in accordance with the Itemised Quotation ("Total Budget Amount") on the date of these terms and conditions (which amount includes a non-refundable deposit equal to 10% of the Total Budget Amount);
 - II. A second instalment equal to 40% of the Total Budget Amount within five (5) business days of Complete Pad providing you with written evidence that the furniture has been sent by the supplier; and
 - III. A third instalment equal to 10% of the Total Budget Amount upon completion of the supply and installation of the furniture package as advised by Complete Pad ("Completion Date") together with the amount by which the Total Cost exceeds the Total Budget Amount;
- b) In the event that you cancel or reschedule the supply and installation of the furniture package or fail to pay the second instalment amount in accordance with these terms and conditions ("Default Event"), Complete Pad shall be entitled to cancel any orders of furniture made to any suppliers and you shall be required to pay to Complete Pad the Total Cost up to, including and arising out of any such Default Event (including but not limited to any supplier cancellation fees or the cost of any orders of furniture which are unable to be cancelled with suppliers). Such Total Cost shall first be deducted from the initial instalment paid by you (which amount shall be not less than 10% of the Total Budget Amount) and thereafter paid by you to Complete Pad upon demand;
 - c) In the event that you request an amendment to the Itemised Quotation (and Complete Pad agrees to any such amendment) you agree to pay for any increase in the Total Cost arising from any such requested amendment (including the

Total Cost up to the date of any such requested amendment). Complete Pad will use their best reasonable endeavours to provide you with an estimate of any increase in the Total Cost as a result of any such requested amendment;

- d) You acknowledge and agree that the Itemised Quotation is subject to and conditional upon the availability of the furniture as at the date of the Itemised Quotation. In the event that any of the furniture is unavailable Complete Pad reserves the right to replace any such furniture with furniture of at least equivalent quality; and
- e) Upon completion of the supply and installation of the furniture package Complete Pad will provide you with a final account of the Total Cost which amount shall be paid by you less the amount of any instalments payments paid by you in accordance with these terms and conditions. You agree to pay to Complete Pad the amount by which the Total Cost exceeds the amount of any instalments paid by you in accordance with these terms and conditions upon the completion date as notified to you by Complete Pad.

3. Scope of Works

- a) Subject to you complying with these terms and conditions Complete Pad shall perform the following works:
 - I. Presentation of an Itemised Quotation listing all furniture included in the furniture package;
 - II. Selection and ordering of furniture in accordance with the terms and conditions herein;
 - III. Access to significant trade discounts;
 - IV. Project management, supervision and installation of the furniture;
 - V. Processing of invoices;
 - VI. Preparation of a detailed inventory list of supplied and installed furniture;
 - VII. Provision of all available manuals and warranties; and
 - VIII. Cleaning any mess created in the property by any employee of Complete Pad so that the property is returned to you in substantially the same condition as at the commencement of the installation; and
 - IX. Rectification of any defects due to faulty furniture and fittings or workmanship in accordance with the terms and conditions herein.
- b) You agree to allow Complete Pad to select, acquire and install such furniture in the property as in the reasonable opinion and unfettered discretion of Complete Pad is the most suitable furniture for the property in accordance with the Itemised Quotation.

4. Completion of these terms and conditions

- a) You shall advise Complete Pad of the date on which Complete Pad can commence the installation and supply of the furniture in the Property ("Installation Date"). Upon notification of the Installation Date Complete Pad will notify its suppliers to proceed with the supply of the required

furniture (Please note that a minimum of three month's notice is required for the supply of imported goods). In the event that the Installation Date is delayed for any reason you agree to pay any costs which may be incurred by Complete Pad as a result of any such delay including but not limited to demurrage, additional contractor, freight and storage costs.

- b) Complete Pad shall use its best reasonable endeavours to ensure that the furniture is supplied and installed in the property as quickly and efficiently as is reasonably possible and will notify you as soon as the supply and installation of the furniture has been completed ("Completion Date"). Complete Pad shall not be responsible for any loss arising from any delay in the Completion Date caused by any circumstance situation or event beyond the control of Complete Pad (including but not limited to any delay in the supply of any furniture by any of the suppliers) and you agree to pay the Total Cost arising from any such delay. Complete Pad shall promptly advise you of the estimated Completion Date to the best of their ability and shall notify you of any delay in the estimated Completion Date as soon as reasonably possible;
- c) You hereby agree to:
 - I. Provide suitable and safe access to the property;
 - II. Nominate one point of contact to deal with Complete Pad's team manager during the term of these terms and conditions;
 - III. Provide Complete Pad with exclusive access to the Property including providing all necessary door keys, lift access, garage keys and security swipe cards as may be necessary to access the property;
 - IV. Access to the property 24 hours a day for seven days a week from the Installation Date to the Completion Date;
 - V. Provision of sufficient protective mats, buffers and pads on any structures within the property as may be vulnerable to damage during the installation process;
 - VI. Complete an inspection of the installation of the furniture within seven (7) days the Completion Date;
 - VII. Reasonable assistance as may be required for the replacement of any defective furniture after the Completion Date;
 - VIII. Obtaining all appropriate insurances in relation to the property including but not limited to public liability, building and contents insurance;
 - IX. Ensuring prompt payments of all amounts of money owed by you in accordance with these terms and conditions;
 - X. Ensuring the provision of adequate car parking for any of Complete Pad's staff involved with the installation and any delivery trucks and vans;
 - XI. Ensuring sufficient lift and corridor access to the property as required for the installation of the furniture; and

- XII. Ensuring all relevant individuals are advised in relation to Complete Pad's required access to the property and provision of all required authorities, keys and other required forms of access.
- d) You acknowledge and agree that should you fail to provide any of the items in the preceding sub-paragraph then the installation of the furniture in accordance with these terms and conditions may be delayed and you will pay for any increase in the Total Cost arising from any such delay.
- (f) In the event that you should terminate, repudiate or breach these terms and conditions in an essential respect you shall pay to Complete Pad the Total Cost (including but not limited to any supplier cancellation fees or the cost of any orders of furniture which are unable to be cancelled with suppliers) incurred up to and including the date of any such termination, repudiation or essential breach. Such Total Cost shall first be deducted from any instalments paid by you and thereafter be paid by you to Complete Pad upon demand. You hereby indemnify Complete Pad for any costs they may incur arising out of any breach of these terms and conditions.
- b) Within seven (7) days of the Completion Date You shall be required to physically inspect each item of furniture and fittings and provide Complete Pad with written notification of all defects identified by you which are capable of physical observation. Any such defects notified by you to Complete Pad shall be rectified by Complete Pad as soon as reasonably possible at their cost;
- c) Any defects or faults which are capable of physical observation which are not notified by You in accordance with the preceding sub-clause shall be deemed to have occurred subsequent to the Completion Date and Complete Pad shall not be required to rectify the same;
- c) You shall not be entitled to direct Complete Pad to return any item of furniture which is acquired by Complete Pad in accordance with these terms and conditions. Should you wish to return an item of furniture or fittings to a supplier Complete Pad shall use all reasonable endeavours to assist you but accepts no responsibility should any supplier refuse to allow you to return any such item. You shall pay any costs which are incurred in relation to the return of any such item of furniture and fittings.

5. Furniture and Fittings

- a) You hereby authorise Complete Pad as your agent to purchase the furniture in accordance with the Itemised Quotation on your behalf;
- b) You shall bear the risk as to loss or damage in relation to each item of furniture and fittings upon the delivery of the items of furniture to the property;
- c) You shall be entitled to claim a lien and/or charge over any items of furniture prior to their delivery to the property in relation to any instalments paid by you in accordance with these terms and conditions. Complete Pad shall thereafter be entitled to claim a lien and/or charge over any items of furniture until you have paid any amounts owing to Complete Pad in accordance with these terms and conditions. Should you fail to pay any such amounts to Complete Pad then Complete Pad shall be entitled to enter the property and take possession of any item or items of furniture until you have paid any such amount owing to Complete Pad;
- d) Should Complete Pad for any reason be required to store any of the items of furniture on your behalf (including but not limited to any delay in the Installation Date) you shall be required to pay the costs of any such storage and related costs.

6. Warranty

- a) Complete Pad will wherever possible assign the benefit of any supplier warranties in relation to items of furniture included in the furniture package to you and Complete Pad will make all reasonable endeavours to assist you in making any claim to any such supplier pursuant to any such warranty.

7. Dispute Resolution

- a) A party will not start arbitration or court proceedings (except proceedings seeking injunctive, declaratory or interlocutory relief) in respect of a dispute arising out of these terms and conditions ("Dispute") unless it has complied with this clause;
- b) A party claiming that a Dispute has arisen must notify the other party in writing giving details of the Dispute;
- c) Should any such notice be given each party must use its best efforts to resolve the Dispute within fourteen (14) days;
- d) If the Disputants are unable to resolve the Dispute within fourteen (14) days, each party agrees that the dispute must be referred for mediation in accordance with the Mediation Rules of the Law Society of New South Wales, at the request of any party, to:
 - I. a mediator agreed on by the Disputants; or
 - II. if the parties are unable to agree on a mediator within seven days (7), a mediator nominated by the then current Chairman or the Chairman's nominee;
- e) The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing;
- (f) Any information or documents disclosed by a Disputant under this clause must be kept confidential and may not be used except to attempt to resolve the Dispute;
- (g) Each Disputant must bear its own costs of complying with this clause and the Disputants must bear equally the costs of any mediator engaged;

8. Costs and expenses

- a) Each party must pay its own costs and expenses of negotiating, preparing, signing, delivering, stamping and registering these terms and conditions and any other agreement or document entered into or signed under these terms and conditions; and
- b) A party must bear the costs and expenses of performing its obligations under these terms and conditions, unless otherwise provided in these terms and conditions.

9. Goods and Services Tax

- a) Unless expressly included, the consideration for any supply under or in connection with these terms and conditions (including the Total Budget Amount) does not include GST.
- b) To the extent that any supply made under or in connection with these terms and conditions is a taxable supply, the consideration for that supply is increased by an amount equal to the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply and paid by you.
- c) The supplier must provide to the recipient a GST tax invoice as required by the relevant legislation.

10. Notices

- a) Any notice or other communication given under these terms and conditions including, but not limited to, a request, demand, consent or approval, to or by a party to these terms and conditions must be delivered personally or by prepaid post, facsimile or email to the address notified by the receiving party from time to time.
- b) A notice is regarded as being given if delivery in person when delivered to the addressee, If by post 3 Business Days from and including the date of postage/on delivery to the addressee, or If by facsimile transmission when legibly received by the addressee unless the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day.

11. Intellectual Property

Complete Pad expressly retains all right, title and interest in all Intellectual Property created by Complete Pad including but not limited to all hard copy and electronic documents and drawings prepared by Complete Pad in connection with these terms and conditions. You shall only be entitled to deal with any such Intellectual Property with Complete Pad's written consent which may be withheld in Complete Pad's ultimate discretion.

12. Non Reliance

You hereby acknowledge that you have not relied upon any warranty, representation or statement by Complete Pad or any of its employees agents or associated persons in relation to the Property except as are expressly set out in these terms and

conditions.

13. Governing law and jurisdiction

These terms and conditions are governed by the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

14. Prohibition of Enforceability

If a provision of these terms and conditions, or a right or remedy of a party under these terms and conditions is invalid or unenforceable in a particular jurisdiction, it is ineffective only in that jurisdiction and only to the extent of the invalidity or unenforceability.

15. Waivers

A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right. Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver. And a waiver of any right, discretion or remedy arising upon a breach of or these terms and conditions must be in writing and signed under power and authority of the party granting the waiver.

16. Cumulative rights

The rights powers and remedies of a party under these terms and conditions are in addition to and not to the exclusion of any other right or remedy provided by law or equity.

17. Non-merger

No provision of these terms and conditions merges on completion of any transaction contemplated by these terms and conditions.

18. No Assignment

A party may not assign these terms and conditions or otherwise transfer the benefit of these terms and conditions or a right or remedy under it to another party, without the prior written consent of all other parties.

SIGNATURE

I hereby acknowledge that I have read, understood and accept the above terms and conditions. I authorise Complete Pad to debit my credit card plus any credit card surcharge that may apply for any such payment according to this agreement.

FULL NAME

DATE

TOTAL BUDGET AMOUNT

PROPERTY ADDRESS