

TERMS AND CONDITIONS OF SALE

1. All prices are inclusive of GST and Quotations are valid for 14 days only
2. The full amount is to be prepaid before the order is processed
3. Visa, MasterCard and American Express credit cards are accepted. Other payment options include direct deposit.
4. Insurance risk in the goods passes from the Seller to the Buyer immediately upon delivery
5. We are able to offer an exchange or refund for items that are still in their original packaging. A restocking fee of 20% and a pick-up/re-delivery fee (if relevant) will be incurred to cover costs. If items are not in their original packaging or have already been assembled by the customer or Iconic Office Furniture, and/or used by the customer, we are unable to exchange them or offer a refund. Please see our [Warranty, Credit and Refund Policy](#) for full details
6. No allowance has been made for any electrical/data cabling or connection unless noted otherwise
7. Due to licensing restrictions we are not permitted to attach any items to walls, floors or ceilings
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. By placing an order, or doing business with Iconic Office Furniture, you acknowledge, accept and understand all of the Terms & Conditions including Retention of Title
11. RETENTION OF TITLE
 - 11.1. Title shall not pass: Title to and ownership of the goods remains with Iconic Office Furniture (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
- 11.2. Relationship between (seller) and (buyer): The (buyer) shall take custody of the (goods) and retain them as the fiduciary agent and bailee of Iconic Office Furniture (the seller)
 - 11.3. Storage of the goods: 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 Iconic Office Furniture (the seller) title to and ownership of the goods
 - 11.4. Authority to repossess: If the (buyer) does not pay for the goods in full, the (buyer) authorises Iconic Office Furniture (the seller) and its agents, to enter upon the (buyers) premises at any time to do all things necessary to repossess the (goods)
 - 11.5. Dealing with the goods – resell: The (buyer) may resell the (goods). But only as a fiduciary agent for Fast Office Furniture (the seller). Any right to bind Iconic Office Furniture (the seller) to any liability to any third party by contract or otherwise is expressly negated. The buyer shall hold in trust for Iconic Office Furniture (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 Iconic Office Furniture (the seller) has been discharged
 - 11.6. Dealing with the Goods – making new product:
 - 11.7. This sub clause 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

- 11.8. If the (buyer) sells the new product to a third party, the (buyer) holds on trust for Iconic Office Furniture (the seller) the part of the proceeds of sale received from the third party as related 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 Iconic Office Furniture (the seller) by the (buyer). If the new product is not sold to a third party the (buyer) agrees with Iconic Office Furniture (the seller) that ownership in the new goods immediately passes to Iconic Office Furniture (the seller) and subclauses 11.3 and 11.4 apply to the new product
12. Outstanding balances on overdue accounts shall be charged interest at the rate of 15% p.a. calculated daily from the date on which the account becomes overdue
13. 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
14. 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 Western Australia