

ATAMA FURNITURE

WARRANTY & TERMS AND CONDITIONS OF SALE

Version 11.0

1. INTRODUCTION

These Terms and Conditions of Sale ("Terms") govern the supply of all goods, products, furniture, fittings, equipment, installation services and related services supplied by **Greenstyle Nominees Pty Ltd trading as Atama Furniture** ("Atama Furniture", "we", "our" or "us") to the purchaser ("Customer" or "you").

These Terms apply to every quotation, order, purchase order, contract and supply of Goods and Services unless otherwise agreed by Atama Furniture in writing.

By accepting a quotation, issuing a purchase order, paying a deposit, requesting manufacture to commence, accepting delivery, or otherwise engaging Atama Furniture, the Customer agrees to be bound by these Terms.

Where these Terms are inconsistent with any terms contained within a Customer's purchase order or other document, these Terms prevail unless Atama Furniture expressly agrees otherwise in writing.

2. DEFINITIONS

For the purposes of these Terms:

ACL means the *Australian Consumer Law* contained in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Customer means the person, company, government department or other entity purchasing Goods or Services from Atama Furniture.

Delivery means delivery of the Goods in accordance with Clause 8.

Goods means all furniture, products, fixtures, fittings, components, accessories, custom-manufactured items and associated products supplied by Atama Furniture.

Installation means installation services performed by Atama Furniture or its authorised contractors.

Order means a written acceptance of a quotation, purchase order, signed proposal, electronic acceptance or any other written instruction authorising Atama Furniture to proceed.

Practical Completion means the stage when the Goods have been delivered and, where applicable, installed and are capable of being used for their intended purpose, notwithstanding the existence of minor defects that do not materially affect functionality.

Price means the amount payable by the Customer for the Goods and Services specified in the Order.

Quote means a written quotation issued by Atama Furniture.

Services means design, project management, procurement, delivery, installation and any related services supplied by Atama Furniture.

3. QUOTATIONS

3.1 All quotations are issued subject to these Terms.

3.2 Unless otherwise stated, quotations:

- (a) are exclusive of GST;
- (b) remain valid for thirty (30) calendar days from the date of issue;
- (c) are based upon information supplied by the Customer at the time of quotation;
- (d) are confidential and may not be reproduced or relied upon by third parties.

3.3 Atama Furniture reserves the right to withdraw or amend a quotation at any time before acceptance.

3.4 Quotations are based upon the specifications, finishes, quantities and delivery requirements stated within the quotation.

3.5 Any changes requested after issue of a quotation may result in revised pricing and delivery timeframes.

4. ORDERS

4.1 An Order is formed when Atama Furniture receives any of the following:

- (a) a signed quotation;
- (b) a purchase order;
- (c) written acceptance by email;
- (d) an approved shop drawing;
- (e) payment of the required deposit; or
- (f) any written instruction authorising commencement of manufacture.

4.2 Once accepted, an Order becomes binding.

4.3 The Customer is responsible for ensuring that:

- (a) all specifications are accurate;
- (b) quantities are correct;

- (c) dimensions have been verified;
- (d) finishes and colours have been approved;
- (e) nominated delivery addresses are correct.

4.4 Any errors identified after manufacture has commenced shall constitute a Customer variation.

4.5 Verbal instructions will not be accepted unless confirmed in writing.

5. DESIGN APPROVALS

5.1 Where drawings, renders, shop drawings or samples are supplied, the Customer must review and approve them before manufacture commences.

5.2 Approval confirms that the Customer accepts:

- dimensions;
- finishes;
- colours;
- materials;
- hardware;
- electrical locations;
- configuration;
- accessories; and
- all other documented details.

5.3 Following approval, Atama Furniture shall not be responsible for errors subsequently identified by the Customer unless caused by Atama Furniture departing from the approved documentation.

5.4 Any amendments after approval will constitute a variation.

6. VARIATIONS

6.1 A variation includes any change requested after an Order has been accepted.

6.2 Variations may include changes to:

- quantities;
- dimensions;
- finishes;
- upholstery;
- hardware;
- delivery dates;
- installation sequencing;
- project staging;
- delivery locations; or
- specifications.

6.3 Atama Furniture may charge for:

- (a) additional labour;
- (b) revised engineering;
- (c) materials already purchased;
- (d) cancellation charges imposed by suppliers;
- (e) administrative costs;
- (f) storage;
- (g) freight adjustments;
- (h) remanufacture costs.

6.4 Variations may extend delivery timeframes.

7. PRICE

7.1 Prices are based upon supplier pricing applicable at the date of quotation.

7.2 Unless expressly stated otherwise, prices exclude:

- GST;
- after-hours installation;
- builder waiting time;
- crane hire;
- traffic management;
- permits;
- additional freight;
- removal of existing furniture;
- rubbish removal;
- builder's preliminaries;
- union site costs;
- security clearances;
- induction fees;
- special access equipment.

7.3 Should government taxes, customs duties, tariffs or statutory charges increase after the quotation date, Atama Furniture may adjust the Price accordingly.

7.4 If manufacturing costs increase due to events beyond Atama Furniture's reasonable control after acceptance of the Order, Atama Furniture will notify the Customer of the increase and seek agreement before proceeding where legally required.

8. PAYMENT TERMS

8.1 Unless otherwise agreed in writing:

- 40% deposit upon acceptance;
- balance payable within seven (7) days of invoice.

8.2 Manufacturing shall not commence until the deposit has been received as cleared funds.

8.3 Estimated lead times commence only after:

- (a) deposit payment;
- (b) receipt of all approved drawings;
- (c) confirmation of finishes;
- (d) receipt of all required project information.

8.4 Atama Furniture may issue progress invoices where:

- staged deliveries occur;
- staged manufacture occurs;
- imported products are involved;
- long-lead items are procured;
- the Customer requests deferred delivery.

8.5 Payments shall be made without deduction, withholding, set-off or counterclaim unless required by law.

8.6 Where payment is overdue Atama Furniture may, without prejudice to any other rights:

- (a) suspend manufacture;
- (b) suspend deliveries;
- (c) suspend installation;
- (d) refuse future Orders;
- (e) charge interest at the Westpac Business Lending Rate plus two percent (2%) per annum, calculated daily;
- (f) recover all reasonable debt recovery, legal and collection costs incurred in recovering outstanding amounts.

9. ELECTRONIC TRANSACTIONS

The parties agree that quotations, purchase orders, approvals, variation requests, notices and other communications may be transmitted electronically.

Electronic acceptance shall have the same legal effect as an original handwritten signature.

10. DELIVERY

10.1 Delivery

Unless otherwise agreed in writing, Delivery includes a single delivery to the location specified in the Order during Atama Furniture's normal business hours.

Unless expressly stated otherwise, quoted delivery charges are based on:

- ground floor access;
- unrestricted vehicle access;
- standard commercial access;
- one unloading location;
- immediate unloading;
- no waiting time;
- no stair carries;
- no crane lifts;
- no traffic management;
- no special permits.

10.2 Delivery Dates

Any delivery date provided by Atama Furniture is an estimate only.

Whilst every reasonable effort will be made to meet estimated delivery dates, Atama Furniture shall not be liable for any delay resulting from circumstances beyond its reasonable control including supplier delays, international freight, customs clearance, labour shortages or Force Majeure.

10.3 Partial Deliveries

Atama Furniture may deliver Goods in instalments.

Each instalment constitutes a separate delivery and the Customer must not refuse delivery of an instalment because later instalments remain outstanding.

10.4 Failed Delivery

Where Delivery cannot be completed due to circumstances attributable to the Customer, including:

- site not ready;
- restricted access;
- absence of authorised personnel;
- unfinished building works;
- incorrect delivery information;
- unavailable loading dock;
- occupied installation area;
- failure to provide lifting equipment,

Atama Furniture may:

(a) reschedule Delivery;

(b) charge additional freight;

(c) charge waiting time;

- (d) recover storage costs;
 - (e) recover additional labour costs;
 - (f) recover re-delivery costs.
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11. INSTALLATION

11.1 Installation Services

Where Installation forms part of the Order, Installation shall be undertaken during normal business hours unless otherwise agreed.

Installation outside normal working hours may attract additional charges.

11.2 Customer Responsibilities

Prior to Installation the Customer must ensure:

- unrestricted access;
- adequate lighting;
- finished floors are protected where necessary;
- all building works affecting the installation area have been completed;
- lifts are operational;
- services have been installed;
- the installation area is clean and free from debris;
- other trades have completed conflicting works.

11.3 Delays During Installation

Should installation personnel be delayed due to:

- builder delays;
- incomplete site works;
- restricted access;
- safety concerns;
- waiting for other trades;
- unavailable site representatives;

Atama Furniture may charge reasonable additional labour, travel, accommodation, equipment hire and administration costs.

11.4 Practical Completion

Practical Completion occurs when:

- the Goods have been delivered and installed;
- the Goods are capable of being used for their intended purpose; and
- any remaining defects are minor in nature and do not materially affect functionality.

Minor adjustments or defects identified after Practical Completion do not prevent Practical Completion from occurring.

12. SITE ACCESS

The Customer warrants that the installation site provides safe and unrestricted access.

The Customer shall provide:

- loading bays where available;
- lift access;
- security clearances;
- induction access;
- parking where required;
- site escorts if necessary.

Any additional costs arising from inadequate access shall be payable by the Customer.

13. SITE READINESS

The Customer is responsible for ensuring the site is ready to receive the Goods.

Site readiness includes:

- completed building works;
- operational lifts;
- completed painting;
- completed flooring;
- operational electrical services;
- operational hydraulic services where applicable;
- clear access routes;
- protection of completed finishes.

Atama Furniture shall not be responsible for delays caused by the Customer or third parties.

14. STORAGE

Where Delivery is delayed by the Customer after manufacture has been completed or Goods have been received into Atama Furniture's warehouse, Atama Furniture may:

- (a) invoice the balance of the Contract Price;
- (b) transfer the Goods into storage;
- (c) charge reasonable storage fees;
- (d) charge handling and reloading costs;

(e) charge additional freight where required.

Storage fees continue until Delivery occurs.

Goods stored at the Customer's request remain at the Customer's risk.

15. INSPECTION

The Customer shall inspect the Goods immediately following Delivery.

Any shortage, visible damage or discrepancy must be recorded on the delivery documentation and notified to Atama Furniture in writing within seven (7) days.

Failure to provide written notice within that period constitutes acceptance of the Goods, except for defects that could not reasonably have been discovered upon inspection.

16. RISK

Risk in the Goods passes to the Customer immediately upon:

- Delivery;
- collection by the Customer;
- collection by the Customer's carrier; or
- transfer into storage at the Customer's request,

whichever occurs first.

Following transfer of risk the Customer is responsible for:

- theft;
 - loss;
 - accidental damage;
 - water damage;
 - fire;
 - vandalism;
 - deterioration.
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17. TITLE

Legal and beneficial ownership of the Goods remains with Atama Furniture until:

- all monies owing under the relevant Order have been paid in full; and
- all other monies owing by the Customer to Atama Furniture have been paid.

Payment by cheque, electronic transfer or other negotiable instrument shall not constitute payment until cleared funds have been received.

18. RETENTION OF TITLE

Until ownership passes:

- (a) the Customer holds the Goods as bailee for Atama Furniture;
- (b) the Goods shall be separately stored where reasonably practicable;
- (c) the Customer shall maintain the Goods in good condition;
- (d) the Customer shall not remove or obscure any identification labels;
- (e) the Customer shall insure the Goods for their full replacement value noting Atama Furniture's interest.

The Customer may sell the Goods only in the ordinary course of business.

Where Goods are sold before ownership passes:

- (a) the proceeds of sale shall be held upon trust for Atama Furniture;
- (b) those proceeds shall be immediately applied towards payment of monies owing.

19. RIGHT OF ENTRY

Where:

- payment becomes overdue;
- the Customer commits an Event of Default;
- insolvency occurs; or
- Atama Furniture reasonably believes payment is at risk,

the Customer irrevocably authorises Atama Furniture, its employees and agents to enter any premises where the Goods are reasonably believed to be located for the purpose of inspecting, recovering or repossessing the Goods.

The Customer indemnifies Atama Furniture against claims arising from the lawful exercise of these rights except where caused by Atama Furniture's negligence or wilful misconduct.

20. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)

20.1 Security Interest

The Customer acknowledges that these Terms create a Security Interest for the purposes of the Personal Property Securities Act 2009 (Cth).

20.2 Purchase Money Security Interest

The Security Interest constitutes a Purchase Money Security Interest (PMSI) to the fullest extent permitted by law.

20.3 Registration

Atama Furniture may register its Security Interest on the Personal Property Securities Register (PPSR).

The Customer shall promptly provide all information and execute all documents reasonably required by Atama Furniture to:

- perfect;
- register;
- maintain; or
- enforce

its Security Interest.

20.4 Costs

The Customer shall reimburse all reasonable costs incurred by Atama Furniture in relation to PPSR registration, amendment or enforcement where the Customer is in default.

20.5 Waiver

To the extent permitted by law, the Customer waives any rights to receive notices or verification statements under the PPSA where those rights may lawfully be waived.

20.6 Survival

This clause survives termination of any Order until all obligations secured by the Security Interest have been satisfied.

21. PRODUCT WARRANTY

21.1 Warranty

Subject to these Terms, Atama Furniture warrants that the Goods supplied by it shall be free from defects in materials and workmanship under normal commercial use for the applicable Warranty Period.

This warranty applies only to the original Customer and is not transferable without the prior written consent of Atama Furniture.

21.2 Warranty Period

Unless otherwise stated in writing:

Product	Warranty Period
Structural frames – sofas and armchairs	Ten (10) years
Furniture manufactured by Atama Furniture	Five (5) years
Polypropylene furniture	Two (2) years

Components covered by individual manufacturers Manufacturer's warranty only

Where a manufacturer provides a warranty period longer than that offered by Atama Furniture, the manufacturer's warranty shall apply to that component.

The applicable warranty period commences on the date of Delivery.

22. WARRANTY COVER

Subject to these Terms, Atama Furniture may, at its sole discretion:

- (a) repair the defective Goods;
- (b) replace the defective Goods;
- (c) replace defective components;
- (d) supply equivalent Goods;
- (e) refund the purchase price of the affected Goods.

The chosen remedy shall constitute full satisfaction of Atama Furniture's obligations in respect of the warranty claim.

Replacement Goods supplied under warranty shall only be warranted for the balance of the original Warranty Period.

23. WARRANTY CLAIM PROCEDURE

To make a warranty claim the Customer must:

- (a) notify Atama Furniture in writing as soon as reasonably practicable after discovering the defect;
- (b) provide photographs where requested;
- (c) provide proof of purchase;
- (d) provide the invoice number where available;
- (e) permit Atama Furniture reasonable access to inspect the Goods.

The Customer must not undertake repairs, modifications or engage third parties to repair the Goods without the prior written approval of Atama Furniture.

Unauthorised repairs may void this warranty.

24. WARRANTY EXCLUSIONS

This warranty does not cover defects or damage arising from:

- (a) normal wear and tear;
- (b) misuse;
- (c) abuse;
- (d) neglect;
- (e) accidental damage;
- (f) vandalism;
- (g) improper handling;
- (h) incorrect installation by persons other than Atama Furniture or its authorised contractors;
- (i) unauthorised alterations or modifications;
- (j) improper cleaning;
- (k) use of unsuitable cleaning products;
- (l) exposure to excessive moisture;
- (m) flooding;
- (n) fire;
- (o) chemical damage;
- (p) corrosive environments;
- (q) excessive heat;
- (r) excessive ultraviolet exposure;
- (s) movement of the Goods after installation;
- (t) use outside the intended commercial application.

25. NATURAL MATERIALS

The Customer acknowledges that timber, veneer, laminate, stone, leather, fabric and other natural materials may exhibit variations including:

- colour;
- grain;
- texture;
- sheen;

- pattern;
- natural movement.

Such variations are inherent characteristics of the material and do not constitute defects.

Reasonable manufacturing tolerances and dimensional variations consistent with accepted furniture manufacturing practices shall not constitute defects.

26. FABRICS, LEATHER AND FINISHES

Atama Furniture does not warrant against:

- normal fabric wear;
- pilling;
- compression of foam;
- leather creasing;
- timber movement;
- fading caused by sunlight;
- fading caused by artificial lighting;
- scratching;
- minor surface marking arising from normal commercial use.

The Customer is responsible for ensuring appropriate cleaning and maintenance procedures are followed in accordance with the manufacturer's recommendations.

27. CUSTOMER RESPONSIBILITIES

The Customer shall:

- (a) use the Goods only for their intended purpose;
- (b) comply with all maintenance instructions;
- (c) protect the Goods from abnormal environmental conditions;
- (d) report defects promptly;
- (e) minimise any further damage after a defect is discovered.

Failure to do so may reduce or void warranty entitlement.

28. RETURNS

Except where required by law or otherwise agreed in writing, Goods manufactured or supplied in accordance with the Customer's specifications are not returnable.

Custom-made, special-order or non-stock Goods cannot be returned due to change of mind.

Where Atama Furniture agrees to accept returned Goods, the Goods must:

- be unused;
- be in original condition;
- be in original packaging where practicable;
- be accompanied by proof of purchase.

A restocking fee and freight costs may apply.

29. DEFECTIVE GOODS

Where Goods are alleged to be defective, Atama Furniture shall be provided with a reasonable opportunity to inspect the Goods before any repair or replacement is undertaken.

Atama Furniture shall determine, acting reasonably, whether the defect is covered by this warranty.

30. AUSTRALIAN CONSUMER LAW

Nothing contained in these Terms excludes, restricts or modifies any guarantee, right or remedy which cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where the Goods are acquired for business purposes and the Australian Consumer Law permits limitation of liability, Atama Furniture's liability is limited, at its option, to:

- (a) replacement of the Goods;
 - (b) repair of the Goods;
 - (c) payment of the cost of replacing the Goods;
 - (d) payment of the cost of repairing the Goods.
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31. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Atama Furniture shall not be liable for any:

- indirect loss;
- consequential loss;
- special damages;
- exemplary damages;
- punitive damages;
- loss of profits;
- loss of revenue;
- loss of business opportunity;
- loss of production;
- loss of goodwill;
- business interruption;

- financing costs.

Atama Furniture's aggregate liability arising out of or in connection with any Order shall not exceed the amount paid by the Customer for the Goods giving rise to the claim.

32. CUSTOMER INDEMNITY

The Customer indemnifies Atama Furniture against all claims, losses, liabilities, costs and expenses arising from:

- (a) misuse of the Goods;
- (b) incorrect installation by third parties;
- (c) modifications undertaken without approval;
- (d) failure to follow maintenance instructions;
- (e) negligent acts or omissions of the Customer or persons under the Customer's control.

This indemnity survives completion of the Order.

33. INSURANCE

Following the passing of risk under Clause 16, the Customer shall maintain appropriate insurance for the Goods against loss or damage until ownership passes under Clause 17 and thereafter for so long as the Goods remain in the Customer's possession where commercially appropriate.

34. INTELLECTUAL PROPERTY

34.1 Ownership

Unless otherwise agreed in writing, all Intellectual Property created, developed, supplied or licensed by Atama Furniture remains the exclusive property of Atama Furniture or its licensors.

Intellectual Property includes, without limitation:

- furniture designs;
- shop drawings;
- concept drawings;
- CAD files;
- BIM models;
- 3D renders;
- product specifications;
- technical drawings;
- manufacturing drawings;
- prototypes;
- engineering details;
- schedules;

- catalogues;
 - photographs;
 - marketing material;
 - quotations;
 - pricing schedules;
 - product names;
 - trademarks;
 - logos;
 - copyrights;
 - confidential manufacturing methods.
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34.2 Licence

Upon full payment of all monies owing, Atama Furniture grants the Customer a non-exclusive licence to use the Goods for their intended purpose.

Nothing in these Terms transfers ownership of any Intellectual Property.

34.3 Restrictions

The Customer must not, without Atama Furniture's prior written consent:

- (a) copy any furniture design;
 - (b) reproduce manufacturing drawings;
 - (c) reverse engineer any proprietary design;
 - (d) manufacture or commission a third party to manufacture products based upon Atama Furniture's designs;
 - (e) distribute drawings to competing manufacturers for quotation;
 - (f) remove trademarks or product identification labels;
 - (g) use Atama Furniture's name or branding in advertising without written approval.
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34.4 Shop Drawings

Where Atama Furniture prepares shop drawings, they are supplied solely for the purposes of the relevant Order.

Approval of shop drawings authorises manufacture only and does not transfer ownership of the drawings or any associated Intellectual Property.

34.5 Customer-Supplied Designs

Where Goods are manufactured from drawings, specifications or designs supplied by the Customer:

- (a) the Customer warrants that it is entitled to use those designs;
 - (b) the Customer indemnifies Atama Furniture against any claim for infringement of intellectual property rights;
 - (c) Atama Furniture accepts no responsibility for the suitability or accuracy of customer-supplied documentation.
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35. CONFIDENTIALITY

The Customer shall keep confidential all information disclosed by Atama Furniture including:

- pricing;
- quotations;
- technical information;
- supplier information;
- manufacturing methods;
- commercial strategies;
- discounts;
- project documentation;
- designs;
- specifications.

The Customer shall not disclose confidential information to any third party except:

- (a) where required by law;
- (b) with Atama Furniture's written consent;
- (c) to professional advisers subject to obligations of confidentiality.

This obligation survives completion or termination of the Order.

36. PRIVACY

Atama Furniture may collect, use and disclose personal information for purposes including:

- processing Orders;
- arranging Delivery;
- providing warranty services;
- obtaining credit references;
- debt recovery;
- complying with legal obligations.

Personal information will be handled in accordance with applicable Australian privacy legislation.

The Customer consents to Atama Furniture obtaining commercial credit information where reasonably required for assessing credit applications or recovering overdue accounts.

37. DEFAULT

The Customer is in default if it:

- (a) fails to make payment when due;
 - (b) breaches these Terms;
 - (c) becomes insolvent;
 - (d) enters voluntary administration;
 - (e) appoints a receiver or liquidator;
 - (f) ceases carrying on business;
 - (g) makes an arrangement with creditors;
 - (h) commits an act of bankruptcy;
 - (i) provides misleading information to Atama Furniture;
 - (j) repudiates the Order.
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38. SUSPENSION OF PERFORMANCE

If the Customer is in default, Atama Furniture may immediately suspend, without liability:

- manufacture;
- procurement;
- delivery;
- installation;
- warranty work;
- future quotations;
- future Orders.

Any suspension shall not constitute a breach of contract by Atama Furniture.

The Customer remains liable for all costs incurred before suspension.

39. TERMINATION

39.1 Termination by Atama Furniture

Atama Furniture may terminate an Order immediately by written notice if the Customer:

- (a) remains in default after receiving written notice requiring the default to be remedied;
 - (b) becomes insolvent;
 - (c) enters liquidation;
 - (d) has a receiver, controller or administrator appointed;
 - (e) ceases trading;
 - (f) commits a material breach incapable of remedy.
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39.2 Consequences of Termination

Upon termination:

- (a) all outstanding monies become immediately due and payable;
 - (b) Atama Furniture may cease manufacture;
 - (c) Atama Furniture may recover the Goods in accordance with these Terms;
 - (d) the Customer shall pay for all Goods manufactured, work completed, materials purchased and Services performed up to the date of termination;
 - (e) clauses intended to survive termination shall continue in full force and effect.
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40. CUSTOMER CANCELLATION

Orders for custom-manufactured Goods cannot be cancelled without Atama Furniture's written agreement.

If cancellation is accepted, the Customer shall pay all costs incurred including:

- design costs;
- engineering costs;
- administration;
- procurement;
- supplier cancellation fees;
- manufacturing costs;
- labour;
- freight commitments;
- storage;
- overhead recovery.

Where manufacture has substantially commenced, Atama Furniture may require payment of the full Contract Price.

41. FORCE MAJEURE

Neither party shall be liable for delay or failure to perform its obligations where such delay or failure arises from circumstances beyond its reasonable control.

Force Majeure includes, without limitation:

- natural disasters;
- flood;
- cyclone;
- earthquake;
- bushfire;
- pandemic;
- epidemic;
- war;
- terrorism;
- civil unrest;
- industrial action;
- government restrictions;
- shipping delays;
- port congestion;
- customs delays;
- shortages of labour;
- shortages of raw materials;
- power failures;
- cyber incidents affecting critical infrastructure.

The affected party shall notify the other party as soon as reasonably practicable.

Where a Force Majeure event continues for more than ninety (90) consecutive days, either party may terminate the affected Order by written notice, without liability other than payment for Goods and Services already supplied or committed.

42. DISPUTE RESOLUTION

The parties shall endeavour to resolve any dispute promptly and in good faith.

Prior to commencing legal proceedings (other than urgent interlocutory relief or debt recovery proceedings), either party shall give written notice describing the dispute.

Senior representatives of each party shall meet within fourteen (14) Business Days to attempt to resolve the dispute.

If the dispute is not resolved within twenty-eight (28) Business Days after the notice is given, either party may commence legal proceedings.

Nothing in this clause prevents Atama Furniture from taking immediate action to recover overdue debts or enforce its rights under the PPSA.

43. SUBCONTRACTORS

Atama Furniture may engage subcontractors, consultants, installers, transport providers and specialist suppliers to perform any part of the Services.

Atama Furniture remains responsible for the acts and omissions of its subcontractors to the extent required by law.

44. COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws, regulations, codes and standards relevant to the performance of the Order.

Where Goods are manufactured to the Customer's specifications, the Customer warrants that those specifications comply with all applicable legal and regulatory requirements.

End of Part 4

PART 5

45. GOVERNING LAW

These Terms and every Order are governed by the laws of the State of Western Australia.

The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts having jurisdiction to hear appeals from those courts.

46. NOTICES

Any notice required under these Terms shall be in writing and may be given by:

- (a) personal delivery;
- (b) prepaid post;
- (c) email to the nominated email address of the receiving party; or
- (d) any other electronic communication method agreed in writing by the parties.

A notice is deemed to have been received:

- if delivered personally, when delivered;
- if sent by prepaid post within Australia, on the third Business Day after posting;
- if sent by email, at the time the email leaves the sender's server, provided no delivery failure notification is received.

Either party may change its notice details by written notice to the other party.

47. ELECTRONIC COMMUNICATIONS

The parties acknowledge and agree that:

- (a) electronic quotations;
- (b) purchase orders;
- (c) approvals;
- (d) variations;
- (e) invoices;
- (f) notices; and
- (g) electronic signatures,

shall have the same legal effect as original signed documents, to the extent permitted by law.

48. ASSIGNMENT

The Customer must not assign, novate or otherwise transfer any rights or obligations under an Order without Atama Furniture's prior written consent.

Atama Furniture may assign or subcontract any part of an Order provided that such assignment does not materially prejudice the Customer's rights.

49. WAIVER

Failure or delay by Atama Furniture to exercise any right under these Terms shall not operate as a waiver of that right.

A waiver is effective only if made in writing and signed by an authorised representative of Atama Furniture.

A waiver on one occasion does not constitute a waiver of any subsequent breach.

50. SEVERABILITY

If any provision of these Terms is held to be illegal, invalid or unenforceable, that provision shall be severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

51. ENTIRE AGREEMENT

These Terms, together with the accepted quotation, approved drawings, specifications, schedules and any documents expressly incorporated by reference, constitute the entire agreement between the parties.

They supersede all previous negotiations, representations, understandings and agreements relating to the subject matter.

52. AMENDMENTS

No amendment to these Terms shall be effective unless made in writing and signed by an authorised representative of Atama Furniture.

Atama Furniture may update these Terms from time to time. Updated Terms apply to Orders accepted after the effective date of publication unless otherwise agreed in writing.

53. INTERPRETATION

Unless the context otherwise requires:

- words importing the singular include the plural and vice versa;
- headings are for convenience only and do not affect interpretation;
- references to legislation include amendments and replacement legislation;
- references to a person include corporations, partnerships, government authorities and other legal entities;
- "including" means "including without limitation."

54. EXECUTION

These Terms may be accepted by:

- signing a quotation;
- issuing a purchase order;
- approving drawings;
- paying a deposit;
- requesting manufacture to commence;
- accepting Delivery;
- otherwise instructing Atama Furniture to proceed.

Acceptance by any of the above methods constitutes acceptance of these Terms.

SCHEDULE A – WARRANTY PERIODS

Unless otherwise confirmed in writing by Atama Furniture or the original manufacturer:

Product Category	Warranty Period
Structural frames – sofas & armchairs	10 Years

Furniture manufactured by Atama Furniture	5 Years
Polypropylene products	2 Years
Imported products	Manufacturer's Warranty
Electrical components	Manufacturer's Warranty
Gas struts	Manufacturer's Warranty
Castors	Manufacturer's Warranty
Upholstery fabrics	Manufacturer's Warranty
Leather	Manufacturer's Warranty
Laminates	Manufacturer's Warranty
Powder-coated components	Manufacturer's Warranty

SCHEDULE B – CUSTOMER CARE & MAINTENANCE

To maximise the life of the Goods, the Customer should:

- inspect furniture periodically;
- tighten accessible fasteners where appropriate;
- clean surfaces using manufacturer-approved products;
- avoid harsh chemicals and abrasive cleaners;
- promptly remove liquid spills;
- avoid prolonged exposure to direct sunlight where practical;
- maintain appropriate indoor environmental conditions;
- report defects promptly.

Failure to follow recommended maintenance practices may affect warranty coverage where the failure materially contributes to the defect.

SCHEDULE C – WARRANTY CLAIM INFORMATION

Warranty claims should include:

- Customer name;
- Project name;
- Invoice number;
- Purchase order number (if applicable);
- Product description;
- Quantity affected;
- Date of Delivery;
- Description of the issue;
- Photographs of the affected Goods;
- Contact details for inspection.

Atama Furniture will assess claims within a reasonable period after receiving sufficient information.

SCHEDULE D – VERSION CONTROL

Version	Date	Description
11.0	August 2026	Complete commercial rewrite of Warranty and Terms & Conditions

END OF TERMS AND CONDITIONS

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