Terms and Conditions

1. Definitions

1.1 **LA Lounge** refers to LA Lounge Pty Ltd, the supplier of lighting design services and lighting related goods. (ABN 26 136 496 681 ACN 136 496 681)

1.2 **The Client** is the customer of LA Lounge who is instructing, requesting and receiving information from, purchasing from, and/or receiving goods and services from LA Lounge. Any Authorised person is considered to be an extension of the client.

1.3 An **Authorised Person** is someone who has been nominated by the client to act on their behalf in terms of decision making and approvals with respect to their relationship with LA Lounge.

1.4 A **Nominated Date** is a date advised by an Authorised Person which is the best estimate of the date in which their project will require delivery of lights and lighting accessories.

1.5 The **Lighting Design Service** typically includes, as a **deliverable**, a collection of documents -normally including a schematic layout of light points and lighting legend, a specification of the products to be used (which may contain some electrical information for installation purposes) and meetings between LA Lounge and an Authorised Person to explain the design.

2. Outline of Services

2.1 LA Lounge provides a lighting design service and or supply of product. Our service includes co-ordination which other parties involved in the project.

2.2 LA Lounge can provide installation through their affiliated company Stokes Illumination if required. This service will be priced and invoiced separately to the Lighting Design Services.

2.3 For Automated projects, LA Lounge can provide switching/dimming recommendations if requested.

2.4 LA Lounge does not usually specify the location of switches.

2.5 LA Lounge does make recommendations for switched circuits.

4. Quotes

4.1 Quotes are valid for 30 days from issue date and prices cannot be locked in until receipt of product deposit.

4.2 Requests for variations or revisions to Lighting Design Services deliverables can only be accepted by an Authorised Person.

4.3 Requests for variations will be confirmed in writing and must be approved by an Authorised Person.

5. Payment Schedule

5.1 A Fee Proposal will be produced for the project and will need to be approved and paid for prior to work commencing on the project. The Fee Proposal is a fixed price based on an hourly estimate to complete the project design. It includes two revisions of the design. Any additional revisions incur an hourly design charge of $150.00 per hour.

5.2 Once the proposed Lighting Design Service has been provided and the design and quote accepted by the client, a 50% deposit is required to initiate the order process. This covers the costs of ordering and delivering to site items required early in the building process. This also allows provision of a further three (3) non-chargeable changes to the deliverables of the Lighting Design Services.

5.3 Full payment of the accepted quote is required prior to delivery of the lighting products.

6. Price Variations

6.1 Changes in preferences by the Authorised Person may necessitate a change in price.

6.2 Unanticipated building constraints may require a different product from that which was originally selected.

6.3 Product substitution due to discontinuation of a selected item/s.

6.4 Supplier price increases.

7. Payment Terms

7.1 No deliveries will be made without prior payment in full.

7.2 We accept the following payment methods

(a) Direct deposit in our bank account

(b) Mastercard or Visa

(c) Cheques will be accepted but goods will only be delivered once cleared.

8. Product Returns and Cancellations

If lights have ordered but not yet delivered, a restocking fee may apply depending on the procedure of the individual supplier. Product will be accepted for cancellation on acceptance of the restocking fee by the Authorised Person.

If lights have been already delivered to site, the following returns procedure applies.

(a) The lights must be in a re-saleable condition. That is, in the original box, undamaged, in new condition and must not have been installed. Depending on the individual supplier, a restocking fee may apply. Products cannot be returned more than 45 days after delivery.

(b) For special order items accepted for return, a restocking fee of 70% of the quoted price will apply.

9. Delivery and Storage

9.1 Product delivery within Sydney Metropolitan Area is included as part of our service.

9.2 A delivery fee applies to areas outside of Metropolitan Sydney.

9.3 LA Lounge reserves the right to charge a storage fee for product stored for excessive periods in our warehouse.

10. Warranties

10.1 Manufacturer's warranty terms and conditions vary from supplier to supplier and may not cover electrical installation.

10.2 Manufacturer's warranties do not cover accidental breakages or product damage due to incorrect installation or wiring.

10.3 In general, manufacturer's of bulbs, transformers and other consumable items do not offer warranty.

10.4 LA Lounge Confidential and Edge Ranges are covered under the LA Lounge Pty Ltd warranty schedule as follows

- Integrated LED products are warranted for 12 months from date of sale and warranty includes lamp and integrated driver
- LA Lounge COB LED lamps are warranted for 12 months from date of sale when installed using LA Lounge ND1000 driver
- Confidential light fittings are warranted for 18 months from date of sale.

10.5 In no event shall LA Lounge be responsible for removal or reinstallation of any product or for the expenses thereof.

10.6 The above warranty does not apply to, and LA Lounge makes no warranties with respect to products which have been subjected to misuse, neglect, accident, abuse, operating or environmental conditions, that deviate from the parameters established in applicable specifications; or have been improperly installed, stored, maintained, repaired or altered by anyone other than LA Lounge; or have had their serial numbers or month and year of manufacture or shipment removed, defected or altered.

10.7 Warranties are given only to the original purchaser and may not be assigned or transferred to any other party.

10.8 It is a purchaser's obligation to retain documentation that indicates the date of purchase.

10.9 LA Lounge will not be liable for freight charges if any products need to be returned for credit or warranty evaluation purposes.

11. Intellectual Property and Copyright

11.1 The copyright of all design work remains the intellectual property of LA Lounge.

11.2 On full payment of the Fee Proposal, the deliverables of the Lighting Design Service become the property of the Client.

11.3 The unauthorised copying and distribution of the deliverables is not permitted as the copyright of the design is LA Lounge intellectual property.

12. Limitation of Liability

12.1 LA Lounge will not be liable for any loss or damage incurred by the Customer or End User for goods damaged as a result of negligence, alteration, accident, use of the Goods in a way which is not in compliance with the Relevant Standards or use of the Goods in any way for which the Goods were not designed or approved by LA Lounge or as a result of improper fitting, repair or replacement.

12.2 The liability of LA Lounge in respect of faulty materials or workmanship shall, at the option of LA Lounge, be limited to one of the following:

- the replacement of the Goods
- the repair of the Goods

12.3 LA Lounge will not be liable for any special indirect or consequential damage arising out of the supply of the Goods.

12.4 If a claim is made by the customer or End user under one of the warranties set out in section 5, LA Lounge will not accept any claims for costs, charges or expenses incurred by the Customer or End User in relation to replacement, or repair of the Goods.

12.5 Except for any warranties and conditions which cannot be excluded under any Act, all warranties and conditions with regard to the Goods sold which are implied by common law, statute or trade usage are excluded to the full extent legally permissible.

13. Title and Risk - LA Lounge supplies Goods on condition that,

- The title to the Goods does not pass to the Customer until they have paid in full and LA Lounge has been paid for all other monies then owing to LA Lounge by the Customer.
- The Goods are at the risk of the customer as soon as they have been delivered to or into custody of the Customer or the Customer's agent.
- Until property in the Goods passes to the Customer the Goods are merely entrusted to the Customer as fiduciary and LA Lounge remains the legal and beneficial owner of the Goods with full power to re-sell and regain possession of them if the Customer defaults in payment of the purchase price.
- If the Customer defaults in payment of the purchase price or if the Customer becomes insolvent, LA Lounge and/or it's authorised agents may at any time without notice to the Customer enter onto the Customer's premises at which the Goods are situated, for the purpose of recovering possession of them.
- The Customer agrees to indemnify LA Lounge against all costs, losses and expenses (including without limitation legal costs) incurred by LA Lounge as a result of or in connection with any default or breach of these Terms and Conditions of Sale by the Customer.

- If the Customer receives any proceeds from the sales of the Goods from any other party, the Customer receives those proceeds on trust for LA Lounge to be applied in payment of the purchase price for the Goods and shall remit such sum forthwith to LA Lounge. All such payments received by LA Lounge shall be allocated to the oldest account due for payment.

14. Conflict with Customer's terms

If any purchase order or other trading terms of the Customer conflict with or are inconsistent with any of LA Lounge's terms and conditions of sale, then LA Lounge's terms and conditions of sale as amended from time to time prevail, and will apply notwithstanding any conflicting or inconsistent terms of the Customer.

The Customer acknowledges that the sale by LA Lounge of any Goods will not constitute acceptance of any conditions of purchase of the Customer which conflict or are inconsistent with any of the Supplier's terms and conditions of sale, even where LA Lounge acknowledges the Customer's conditions prior to, upon or by delivery of Goods.

15. Non-Waiver

A waiver by LA Lounge with respect to any breach or default by the Customer shall not constitute a continuing waiver of any other breach or default or of any other right or remedy. A failure or delay by LA Lounge in exercising a right or remedy does not operate as a waiver of that right or remedy.

16. Sub-Contracting

LA Lounge reserves the right to sub-contract the production, manufacture or supply of the whole or part of the Goods or any of the materials to be supplied.

17. Variation

A variation of these Terms and Conditions of Sale shall be ineffective unless it is in writing and signed by the Supplier.

18. Jurisdiction

This agreement shall be governed by the law of New South Wales. The parties to submit all disputes to the exclusive jurisdiction of the courts of New South Wales Australia.