

## WELCOME TO SR INTERIORS

During our 25 years of knowledge and experience working in the design realm, we found that when sourcing for our own projects, the selection in Australasia was limited and of a similar aesthetic.

With our discerning eye for design, drawing inspiration from art, music, fashion, architecture, culture and travel, we were inspired to curate a catalogue of timeless and unique collections, sourcing exclusive, quality furniture and accessories by reputable International Furniture Brands and talented Artisans discovered locally and abroad

Curate your own *individual style* with us, whether it be a special piece to compliment cherished heirlooms collected along the way, furnishing a new home or holiday retreat or just a simple refresh. Either way, we would *love* to help you with your next project.

See you soon!

SR Interiors

## PRICING

Upon your trade account application being signed and approved you will enjoy access to our trade pricing.

Please Note – A minimum spend of over \$5k per annum is required to maintain access to the trade pricing structure.

SR Interiors reserves the right to alter trade pricing at any time.



### SALES

- 50% Deposit required to confirm indent/pre-orders, balance required before delivery.
- 100% Payment required prior to delivery for in stock items within 7 days of invoicing.
- Delivery quoted separately.
- Payment is to be made directly to SR Interiors bank account.
- Warehousing fees may apply if delayed dispatch is required.
- No change of mind returns Please choose carefully as we do not accept change of mind returns on in-stock and indent/pre-order or special-order items.

#### INDENT ORDER ALTERATION OR CANCELLATION

- Order alterations and cancellations will not be considered once deposit has been paid and we have placed your order with our supplier.
- All order alterations and cancellations must be applied for in writing.
- Order cancellations and alterations will not be recognised without written acceptance from SR Interiors.



### AVAILABILITY

- If in stock, items can be shipped immediately once full payment has been received.
- For non-stock items please check availability with SR Interiors.
- Availability and finishes are subject to change without prior notice.
- All custom items have varied lead times. Please check when requesting quotes to confirm current lead times.
- Delivery times are ESTIMATED and are subject to shipping, customs clearance and delivery delays.



## SAMPLES

- SR Interiors has sample finishes available to loan.
- Please call or email for returnable samples to be delivered to you. We kindly request they are returned and in good condition otherwise a charge may apply.
- All samples must be returned to SR Interiors within 7 days unless otherwise agreed upon.



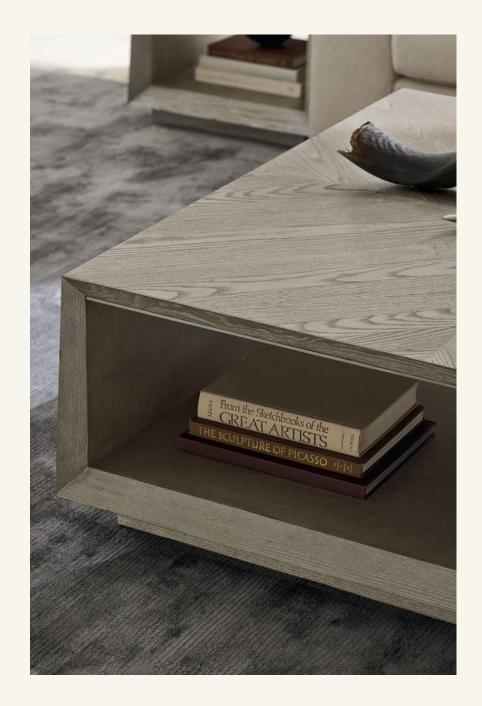
## DELIVERY

- Services available nationwide: delivery, installation, assembly and removal of packaging from site.
- You will be contacted once your order is ready to be dispatched. We will not dispatch without prior confirmation and please note that no paperwork/invoicing is attached.



### RETURNS

- It is your/your client's responsibility where deliveries are made to immediately check that the correct item/order is received.
- If your goods arrive to you/your client damaged or are otherwise faulty, please do not sign for the item and contact us immediately.
- Please keep the goods and all packaging in the same order that they arrived.
- We will arrange for the return of the damaged goods and for replacements to be sent to you.
- It is the customer's responsibility to ensure that all products are suitably packaged, in order to prevent damage during return shipping.



## CLAIMS

- We offer full or partial refunds on items that arrive damaged. Replacements will be provided if available.
- Email <u>info@srinteriors.co.nz</u> with images of your faulty/damaged item/s and their individual QC labels with 24 hours of receipt so we can file a claim with our supplier or delivery company.



### GOODS ON APPROVALTERMS & CONDITIONS

- A 10% deposit is required which we will refund if you decide to return the item/s or it will be deducted from the purchase.
- If you choose to return an item/s, we kindly ask you to cover the delivery costs.
- Item/s must be handled with care and with clean hands.
- All item/s must be returned in their original packaging.
- If any damages are incurred, we kindly ask for the item to be paid for in full.
- Should you like to keep any of the items, full payment is required within 24 hours.

#### If item/s are being delivered:

The decision to keep or return the item/s must be made when delivery company is still on site so should you decide to return the items, they can be returned on the same delivery booking.

### If you are returning item/s taken from our store:

Please ensure the item/s are securely packaged as they were received and returned to the showroom within 24 hours.



## OUTLET TERMS AND CONDITIONS

- Please inspect the items carefully as there are no change of mind returns.
- If you choose to have your items delivered, we will be in touch the following week with a delivery date.
- Items cannot be stored for delayed delivery.
- Items cannot be kept on "Hold". Sales will be in a first in, first served basis.
- All prices are inclusive of GST and exclude delivery fees.
- Delivery will be quoted separately.
- No warranty on any items sold at this sale.
- All payments will be processed via our Eftpos machine.
- Tax Invoices will be provided.
- If any item/s are damaged beyond repair during delivery, please note a replacement may not be available. If this is the case, you will be provided with a full refund.



### WARRANTY INFORMATION

Limited 1-Year Warranty Applies to Casegoods Purchased From a Factory-Authorized Dealer; Manufacturer Warrants the Products Covered by this Warranty to be Free From Defects in Material and Workmanship for a Term of One (1) Year from the Date of Purchase by the Original Purchaser; Freight and Handling Defects are not Included in Warranty, Nor are Everyday Wear and Tear Defects Limited Lifetime Warranty on Frames and Springs Under Normal Household Use, 5-Year Limited Warranty on Seat Cushions and Padding, and a 1-Year Limited Warranty on Fabrics Under Normal Household Use and Proper Cleaning; Limited 1-Year Warranty Applies to Casegoods Purchased From a Factory-Authorized Dealer; Manufacturer Warrants the Products Covered by this Warranty to be Free From Defects in Material and Workmanship for a Term of One (1) Year from the Date of Purchase by the Original Purchaser; Freight and Handling Defects are not Included in Warranty.



IMPORTANT NOTICE-SET OUT BELOW ARE THE TERMS AND CONDITIONS OF SALE FOR ALL GOODS PURCHASED FROM; SR Interiors (called 'The Company' and 'Seller' in this document) Unless expressly altered or modified by the Seller, the following terms and conditions apply and shall be deemed incorporated in, and form part of the acceptance by the Seller of the Purchasers order.

#### CONSUMERS GUARANTEE ACT 1993.

A; if the buyer is acquiring the goods of a business, the buyer agrees that the provisions of the Consumers Act 1993 does not apply to the contract;

B; the Purchaser agrees and acknowledges that it is satisfied the goods supplied are fit for the Purchasers purpose, and that the methods and conditions of application and use of the goods supplied are beyond the control of SR Interiors and therefore shall not be liable for any direct or consequential loss or damage attributable to wrong use or application of the goods although 'The Company' will use its best endeavours to support any guarantee or warranty given by the manufacturer of the goods supplied and sold by 'The Company'. See also point 6

C; nothing except these conditions is intended to have effect of contracting out of the Consumers Act 1993 except to the extent permitted by the Act.

Acceptance of terms & conditions. By viewing, using, accessing, browsing, reviewing, or submitting any content or material on the SR Interiors website order system, you agree to these Terms & Conditions, as a binding legal agreement between you and SR Interiors. If you do not agree to these Terms & Conditions, then you may not purchase from SR Interiors.

#### 1 DELIVERY- see also Delivery Information

- 1.1 The Seller shall not be responsible or liable in any way to the Purchaser for delays or defaults in delivery of the order of any part of it nor for any direct or consequential loss or damage arising from any such delay or default. Delay or default in delivery does not entitle the Purchaser to cancel any order. However, should delivery of order be delayed (other than normal delivery times and courier services) you will be notified of the delay and an option provided to obtain a refund.
- 1.2 Our products are supplied by a range of N.Z and International suppliers and some items are indent order only and may require time for shipping from our international suppliers. Please enquire for availability before ordering. The Seller will contact you with an estimated delivery time for any order placed with SR Interiors.
- 1.3 The Sellers product is sourced from overseas suppliers and from time to time stock availability, freighting and shipping delays are outside of the control of the Seller. The trading with the Seller, the Purchaser waives the rights to make any Claim against the Seller for delayed delivery, except for request to obtain a refund of the invoiced total in full.
- 1.4 The Purchaser agrees to pay in full Delivery charges as advertised in publications, pricelists, or SR Interiors online shop.
- 1.5 Free freighting/shipping within NZ main islands is only for full priced items. Discounted items and clearance lines are not eligible for free shipping.

that parties, permitted successors and assigns.

#### 2 PRICING.

- 2.1 Unless agreed otherwise in writing by the Seller, Goods will be invoiced at the Sellers current price as advertised at the date of the relevant invoice.
- 2.2 However, the prices are subject to any variations in the rate of exchange, and to any costs and expenses additional to the ordinary costs of effecting delivery caused by War, Government action, variation in customs duties, Act of God, substitution of Goods, shortage of supplies, increased shipping charges, change in foreign exchange rates or any other event of force majeure
- 2.3 Prices are published in good faith but can change at any time without notice and previous pricing cannot be upheld. The Seller reserves the right to refuse supply of products purchased if pricing is incorrect for any reason. The Purchaser will have option of full refund or replacement goods to equal or same value, as outlined in our Refund Policy.
- 3 PAYMENT.
- 3.1 All online sales are strictly cash sales, with full payment due with placement of order, unless by prior negotiation with the Seller.
- 3.2 Online order requests will only be dispatched if the purchase price of product, delivery charges and GST have been paid in full
- 3.3 Full payment is due before delivery of Goods. The Purchaser may not withhold payment or make any deductions from or set off any amount against any Amount Owing without the Sellers prior written consent.
- 4 RISK AND TITLE.
- 4.1 Risk of any loss, damage, or deterioration of or to the Goods passes to the Purchaser on delivery in accordance with delivery.
- 4.2 Ownership of the Goods remains with the Seller and does not pass to the Purchaser until the Purchaser:
  - (a) pays the Amount Owing in full and the Seller has released the Security Interest; or
  - (b) resells the Goods pursuant to the authority granted by these terms and conditions.

- 4.3 While ownership of the Goods remains with the Seller:
  - (a) the Purchaser must store them separately and clearly identify them as belonging to the Seller.
- (b) the Seller authorises the Purchaser, in the ordinary course of the Purchasers business, to use the Goods or sell them for full consideration. This authority is revoked immediately if:
  - (i) an Event of Default occurs; or
  - (ii) the Seller notifies the Purchaser in writing that this authority is revoked.
- (c) the Purchaser must advise the Seller immediately of any Event of Default or any action by third parties (including any of its creditors) affecting the Sellers interest in the Goods.
- 4.4 The Seller may apply any payments received from or on behalf of the Purchaser in reduction of the Amount Owing in such order and manner as the Seller thinks fit (despite any direction to the contrary and whether before or after the occurrence of an Event of Default).
- 4.5 If the Purchaser resells or uses any Goods before ownership of the Goods has passed to the Purchaser, the proceeds of such sale or use shall be received and held by the Purchaser (in whatever form) in trust for both the Purchaser and the Seller. The Seller's interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed the Amount Owing. The balance of the proceeds (if any) shall be the Purchaser's beneficial interest under that trust.
- 4.6 The Seller may bring an action for the price of the Goods sold even where ownership of the Goods may not have passed to the Purchaser.

#### 5 GUARANTEES AND CONDITIONS.

- 5.1 Except as provided in these terms no representation, warranty or condition shall be implied against the Seller (including but not limited to those conferred in the Sale of Goods Act 1908), unless it is in writing and signed by the Seller.
- 5.2 The Purchaser acknowledges that the Seller does not provide any express guarantees (as defined in the Consumer Guarantees Act 1993) other than those expressly confirmed by the Seller in writing.
- 5.3 The Purchaser indemnifies the Seller upon demand against any liability of cost incurred by the Seller under the Consumer Guarantees Act 1993 as a result of any breach by the Purchaser of any of its obligations pursuant to these terms and conditions.
- 5.4 Nothing in these terms and conditions is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these terms and conditions are to be modified to the extent necessary to give effect to that intention.

5.5 The Purchaser shall ensure that the goods ordered are fit and suitable for the purpose for which they are required before purchasing and the Seller is under no liability if they are not. The Purchaser is entitled to only such benefits as the Seller may receive under any guarantee given to SR Interiors by the manufacturer of the goods. The warranty does not cover damage from misuse, accident, negligent, inappropriate, or improper operation, maintenance, installation, modification or adjustment. The Sellers liability under this contract and the warranty in this clause is confined to the buyer, it being agreed that SR Interiors has no liability to any purchaser of the goods from the buyer in that the buyer's rights under the contract are not assignable without the prior written consent of the Seller.

#### 6 LIMITS OF THE SELLERS LIABILITY

- 6.1 Regardless of anything to the contrary in these terms, if the Goods are purchased for business purposes, the Consumer Guarantees Act 1993 does not apply to these terms; and
  - (a) the liability of the Seller to the Purchaser shall not in any case exceed the purchase price of the Goods in respect of which such liability arises.
  - (b) the Seller will have no liability for damages or consequential loss to the Purchaser arising from such breach.
- 6.2 Where the Consumer Guarantees Act 1993 does not apply to these terms the Purchaser may reject non-conforming or defective Goods by lodging a claim with the Seller within 7 days of receipt, quoting the packing slip numbers and date, and the Seller may, in its sole discretion, repair, replace or refund the purchase price of the Goods and freight costs. No Goods are returnable after 14 days.
- 6.3 Where the Consumer Guarantees Act 1993 does not apply to these terms the Purchaser may, with the Sellers prior approval where the Goods to not meet the purpose for which they were intended, return the Goods to the Seller within 14 days in original unused condition with all packaging and instruction manuals for credit of account, or refund of cash sale, for the original cost of the Goods including less 15% restocking fee. All delivery costs are non-refundable.

#### 7 PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA).

- 7.1 Without limiting anything else in these terms and conditions, the Purchaser acknowledges that:
- (a) these terms and conditions create, in favour of the Seller, a security interest in all present and after acquired Goods (being, for the avoidance of doubt, all the Purchaser present personal property and after-acquired property except for any item of personal property which has not (or which is exclusively the proceeds of any item of personal property which has not) been supplied by the Seller to (or for the account of) the Purchaser) to secure the payment by the Purchaser to the Seller of the Amount Owing; and
- (b) these terms and conditions will apply notwithstanding anything, express or implied, to the contrary contained in any purchase order (or its equivalent, whatever called) of the Purchaser; and
  - (c) the Security Interest shall continue until the Seller gives the Purchaser a final release.

#### 7.2 The Purchaser undertakes to:

- (a) promptly do all things, sign any further documents and/or provide any information which the Seller may reasonably require to enable the Seller to perfect and maintain the perfection of its Security Interest (including by registration of a financing statement);
- (b) give the Seller (addressed to the Financial Controller or equivalent) not less than 14 days prior written notice of any proposed change in the Purchasers name and/or any other change in the Purchasers details (including, but not limited to, changes in the Purchasers address, facsimile number, trading name or business practice).
- 7.3 The Purchaser waives its right to receive a verification statement in respect of any financing statement relating to the Security Interest.
- 7.4 To the extent permitted by law, the Purchaser and the Seller contract out of: (a) section 114(1)(a) of the PPSA; and (b) the Purchaser's rights referred to in sections 107(2)(c), (d), (h) and (i) of the PPSA.
- 7.5 The Purchaser agrees that the Security Interest has the same priority in relation to all amounts forming part of the Amount Owing, including future advances 8 DEFAULT.
- 8.1 If an Event of Default occurs:
  - (a) the Seller may suspend or terminate any contract.
  - (b) the Amount Owing shall immediately become due and payable notwithstanding that the due date has not arisen.
  - (c) the Seller may enforce the Security Interest; and
- (d) the Seller may (without the consent of the Purchaser) appoint a receiver in respect of any Goods and any receiver is authorised to do anything referred to in these terms and conditions and otherwise to exercise all rights and powers conferred on a receiver by law.
- 8.2 The Purchaser agrees that, at any time after an Event of Default has occurred and is continuing or at any time if any Goods are at risk, the Seller may:
  - (a) take possession of any Goods; and/or
- (b) sell or otherwise dispose of any Goods, in each case in such manner and generally on such terms and conditions and conditions as it thinks fit, and, in each case, otherwise do anything the Purchaser could do in relation to those Goods. The Seller and the Purchaser agree that section 109(1) of the PPSA is contracted out of in respect of particular Goods if, and only for so long as, the Seller is not the secured party with priority over all other secured parties in respect of those Goods. As the Purchasers agent, the Seller (and its employees and agents) may, without prior notice, enter any land or premises where the Goods are kept in order to take possession of and/or remove them, without being responsible for any damage caused in doing so. The Purchaser agrees to procure all other rights (including consents) necessary to enable, and to indemnify the Seller (and its employees and agents) against any liability incurred in connection with, such entry, taking of possession and removal. The Seller may resell any of the Goods and apply the proceeds of sale in reduction of the Amount Owing.

#### 9 OVERDUE ACCOUNTS.

9.1 If the Purchaser does not pay the Amount Owing by its due date, the Seller may charge the Purchaser interest, at rates 5% more than the overdraft lending rate charged by the Sellers bank and any discounts may be disallowed. The Purchaser is liable for costs incurred in the collection of overdue amounts.

#### 10 USE OF INFORMATION

- 10.1 The Purchaser irrevocably authorises the Seller to receive, use and disclose information about the Purchaser from the Purchaser or any other person (including any credit or debt collection agencies) to assist credit approval, debt collecting, direct marketing activities and management of any credit facility granted to the Purchaser.
- 10.2 The Purchaser must notify the Seller of any change in circumstances that may affect the accuracy of the information provided by the Purchaser to the Seller.
- 10.3 If the Purchaser is an individual (i.e. natural person) the Purchaser has rights to access and correction of information held by the Seller.

#### 11 MISCELLANEOUS

- 11.1 The Seller is entitled at any time to assign to any other person all or part of any debt owing by the Purchaser to the Seller.
- 11.2 The rights, powers and remedies provided for in these terms and conditions are in addition to, and do not limit or exclude (or otherwise adversely affect), any right, power or remedy provided to the Seller by law.
- 11.3 The Seller reserves the right to review any of these terms and conditions at any time and from time to time. If following any such review, there is any change to these terms and conditions that change will take effect from the date on which the Seller gives notice to the Purchaser of such change.
- 11.4 If the Purchaser is a trust, these terms and conditions will bind each trustee of that trust and each trustee personally. The Seller rights against each trustee will only be limited if the trustee is an independent trustee (not being a trustee who has a right to or interest in any of the assets of the trust except in the trustees capacity as trustee of that trust). The liability of an independent trustee shall be limited to the assets of the trust. However, this shall not affect the liability of an independent trustee who has guaranteed the Purchasers obligations under these terms and conditions in his or her personal capacity.

#### 12 INTERPRETATION.

In these terms and conditions:

Amount Owing; means, at any time, the unpaid price charged by the Seller for the Goods, and any other sums which the Seller is entitled to charge under these terms and conditions or which are otherwise owing by the Purchaser to the Seller (in whatever capacity).

Event of Default; means an event where:

- (a) the Purchaser fails to comply with these terms and conditions or any other agreement with the Seller; or
- (b) the Purchaser is subject to any event which is dissolution, winding up, bankruptcy, liquidation, insolvency, or receivership, or which generally precedes such an event; or
- (c) an event occurs or information becomes known to the Seller, which in the Sellers opinion, might materially affect the Purchasers creditworthiness, the value of the Goods the subject of the Security Interest, or the Purchasers ability or willingness to comply with its obligations under these terms and conditions or any other agreement with the Seller; or
- (d) any guarantor of the Purchasers obligations under these terms and conditions is in default under any agreement with the Seller (in any capacity).

Goods: means all Goods supplied from time to time by the Seller to the Purchaser, provided that:

- (a) (but solely for the purpose of the application of the PPSA) where the Goods supplied are inventory of the Purchaser, then all references to Goods in these terms and conditions shall, in respect of those Goods, be read as references to inventory for so long as they are held as inventory; and
- (b) where the Goods supplied are not inventory of the Purchaser, then all references to Goods in these terms and conditions shall, in respect of those Goods, mean the Goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by the Seller and relating to those Goods, on the basis that each such order form, packing slip or invoice (or its equivalent) is deemed to be assented to by the Purchaser, incorporated in, and form part of, these terms and conditions, and (unless the context requires otherwise) includes all proceeds of such Goods and any product or mass which the Goods subsequently become part of.

Purchaser: means the person named on the front page of these terms and conditions, and includes that parties, permitted successors and assigns.

Seller: means the person identified on the front page of these terms and conditions and includes that parties, permitted successors and assigns.

SR Interiors reserves the rights to change these terms and conditions at any time.

## TRADE APPLICATION

Full Name of Company:	_ Solicitor Name:	
Registered Trading Name:		
Type of Business:	Accountant Name:	
Limited Liability Company Partnership Sole Trader Other	Accountant Address:	
Company Number:	Credit References Names, Addresses and Contact Numbers for 3 Existing Creditors:	
Partners/ Directors/ Owners Names:		
	1. Company Name:	
	Contact Name:	Contact Number:
NI I CN TO I	2. Company Name:	
Number of Years Trading:	Contact Name: Contact Number:	
Billing Address:		
Shipping Address:		
Contact Person:	Contact Name:	Contact Number:
Business Email:	Area Of Specialisation:	
Phone Number:	Interior Design Stylist	Architect
Internal Accounts Email:	Developer Specifier	Home Staging
Internal Accounts Phone Number:	What would you expect your annual spend on furniture to be?	
Order/ Delivery Query Contact Email:	\$0 - \$5 k \$5 - 20 k	\$20 - \$50 k \$50 k
Order/ Delivery Query Phone Number:	- Signature:	Name:
	Position:	



HAVE A QUESTION?

# GET IN TOUCH WITH US

SHOWROOM

HOURS

Unit 3/299 Great North Road

Mon-Friday: 9 am - 4 pm

Grey Lynn, Auckland, 1021

New Zealand

Carpark Entrance off Grosvenor St.

NEW ZEALAND: <u>info@srinteriors.co.nz</u> +

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