



## Terms and Conditions of Sale

25.01.2022

### 1. DEPOSITS

For orders involving cabinetry, we will process your order on receipt of 50% deposit (unless otherwise stated). Mechanism only orders require full payment upfront.

Customised orders require an up-front non-refundable deposit of 50% of the invoice price.

### 2. BALANCES

Balances owing will need to be settled prior to the product leaving the factory (overseas or in Australia). The 'Due date' of the final payment on the invoices is an approximate date only, as the final payment will be due when the item is ready to leave the factory (In Australia, or overseas.)

### 3. CONDITIONS OF SALE

We encourage clients to take a colour sample to confirm their choice, as colour change is not possible following commencement of production. When products are made from natural timbers or leather, each piece is unique and has natural variations.

Refunds will not be given if the item does not fit through access ways or into the space in which it is to be installed. It is the customers responsibility to ensure this is possible prior to purchase.

### 4. PRODUCTION AND DELIVERY TIMEFRAMES

Dates quoted for delivery of goods are approximate only at the time of ordering and may vary due to circumstances beyond our control, especially when shipping from overseas.

We will provide updates as they become available, and you will be advised as soon as your goods are ready for delivery and/or installation.

### 5. CANCELLATION

In the event of cancellation of a sale, refunds will be in accordance with the guidelines issued by the Office of Consumer Affairs.

For non-customised orders, a minimum of 20% of the invoiced price will be deducted from any refunds to cover administration costs.

Deposits paid for customised orders are non-refundable following commencement of production.

Fold Out Furniture will not be liable for costs of any postage or freight for the return of the goods - the purchaser will be invoiced for additional costs incurred.

### 6. OWNERSHIP OF GOODS

Goods marked as "sold" on behalf of a customer after receipt of deposit shall remain the property of Fold Out Furniture (Sonimac Pty Ltd) until the invoiced price is paid in full.

### 7. CUSTOMER FINANCE ARRANGEMENTS AND TERMS AND CONDITIONS

These are between the client and the financial institution offering the customer finance, and governed under the rules of that that financial agreement.

#### **FOLD OUT FURNITURE – Clever space solutions**

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### 8. DELIVERY OF GOODS

The approximate delivery date we provide is an estimate based on current manufacturing and shipping times. This should be treated as a guide only. Please contact Fold Out Furniture should an updated estimate be required.

If the client is unable to receive the goods on the day specified between the freight company and the client, a further two-way charge may be payable by the client for the second delivery.

Our carriers deliver to the clients address only, unless arranged at the time of ordering the product.

If the goods do not fit into a client's property, or if cranes, etc are required to achieve access, the client is responsible to meet the costs of deferred or delayed delivery and the arrangement and payment of other delivery means. Fold Out Furniture must be advised at the time of sale/booking delivery if access problems are anticipated.

Refunds will not be given if goods do not fit. Quotes on deliveries are estimates only. If the access is difficult requiring additional time to deliver the goods, additional costs may be incurred.

If clients are unable to receive goods in the timeframe initially planned, and the goods need to be stored, this will incur a \$50 pw charge, along with any associated forklift or transport charges.

Clients must advise Fold Out Furniture within 24 hours of any damage to goods and provide photographic evidence, so that Fold Out Furniture can meet insurance requirements placed on them if goods are to be refunded or replaced.

### 9. DISCOUNTED STOCK AND FLOOR STOCK

Please be aware that if an item is sold off the floor or is discounted more than 30%, it is sold "as is". Please check all goods carefully to ensure you are happy with the state they are in either at purchase or upon delivery in the case that goods are unseen.

All ex-display or discounted stock is sold with a limited 12-month warranty which covers defects not known or visible at the time of purchase. All other defects are not covered.

### 10. STANDARD INSTALLATION DEFINITION

- **\*\*Please note:** The DIY products are sold as Self Assemble Products and as such FOF is not liable to cover any unforeseen costs incurred by the customer if they choose to engage with another party to install the product – either directly or via FOF. This includes when there may be delays or repeat visits required to complete installation of the product should parts be missing or incorrectly delivered.

'Standard Installation' includes:

- Delivery within 30 km of our showrooms
- Clear and easy access to the installation room
- Up to 3 hours for the installation of the bed in a clear space in the room
- Fixing to a wall with wooden studs or solid masonry wall
- Provision of a 'spacing' piece of wood if required to position the bed the same distance out from the wall as the skirting board.
- Disposal of packaging.
- It is the client's responsibility to ensure that there is sufficient access for the boxes of the bed to reach the installation point, and space for the installers to be able to install it. IF IN DOUBT ASK FOR PACKING LIST DETAILS FROM YOUR SALES CONSULTANT.

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'Standard Installation' DOES NOT include:

- Removing existing furniture from the room
- Clearing objects from the access way or room to create space in which to assemble the bed
- Removal of skirting board, adjustment of any other woodwork
- Removing or changing anything electrical – this needs to be done PRIOR to the installation day by a qualified person.
- Additional time required taken to ensure a good installation result due to:
  - uneven floors; walls etc
  - poor wall surfaces where additional materials or fixing hardware is required to ensure a secure fixation to the wall
- specialized fixing hardware
- Installation of any other items (lights; other cabinetry etc) - UNLESS included in initial quote from FOF
- Should additional charges be incurred on the day of installation due to unforeseen factors, Fold Out Furniture will send a further invoice detailing the time and costs that were required to ensure a safe and secure installation of your wall bed.

**Additional services are available** at the time of the delivery/ installation – however these will require an additional payment, and discussion/quote prior to the installation date.: Eg-

- Removal of skirting board to position the bed flush to the wall
- Modification to other woodwork - eg picture rails; mantelpieces etc.

Please send us a photo of what is required so we can arrange a quote for you on this PRIOR to the installation day.

### 11. NATURAL WOOD AND LEATHER

The natural oils in timber furniture can mark some floor coverings. Please take precautions if you are concerned or ask our staff for advice.

Please be advised that all timbers and leathers are natural products and as such require on-going care. Timbers require waxing and leathers require conditioning with the recommended leather care kit.

All warranties are contingent upon products being cared for in line with these recommendations.

### 12. DAMAGED PANEL WARRANTY DEFINITIONS

Damaged panel definition: Any chips, marks, or imperfections in the cabinetry panel or frame.

Fold Out Furniture must be notified within 24 hours of the date of delivery of any damaged or missing items received. Whilst all orders are packaged to exclude any damage in transport, there may be from time to time some items that may incur damaged by the carrier which is beyond the control of the supplier.

Fold Out Furniture encourages clients to inspect all cabinetry panels prior to assembly and installation as the supplier will not replace under warranty any damaged panels or frames once units are assembled.

If an item has been damaged during freight, this will be replaced by the supplier.

If a panel or frame is damaged by the client during unpacking, or after assembly, we can arrange replacement

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panels or frames at cost to the client. The client will pay all applicable shipping and handling charges.

- Any claim for damaged panel or frame replacement must provide the following:
  - A close-up photo of the damaged panel or frame
  - Photographs of the packaging to show any damage – especially that matching with cabinetry damage,
  - If a cabinetry panel: a photo of the part sticker
  - A full-length photo of the damaged panel or frame (including sticker)
- Damaged items will not be replaced under warranty for the following.
  - Once the item has been assembled
  - Incorrect installation or handling by the customer or installer
- The supplier, at its own discretion may replace damaged items under warranty for the following.
  - If the damage is minor and not visible by the opposing panel covering the damage
  - If the damage is minor on the non-visible or seen side of the cabinetry i.e. the side that the cam locks are placed into to connect the cabinetry parts, any panel that faces a wall or ceiling.
  - Minor damage or imperfections in the Face/Base panels. Example one side of the Face/Base panel on an Alpha Bed has an imperfection or minor damage that will not be seen once the steel frame has been attached and the mattress placed onto the bed. As these Face/Base panels are universal to which side the frame is attached to when assembling the bed.

Fold Out Furniture, and its installers, will at all times aim to achieve the best outcome for both parties in relation to any panel damage. The supplier's decision on replacing any damaged item under warranty is final.

### 13. GENERAL WARRANTY

Purchases from Fold Out Furniture are covered by the warranty associated with each supplier of the goods:

- Smartbeds:
  - All beds come with a 5-year manufacturer's Warranty on manufacturer's defects. Misuse, abuse, or damage by misapplication are not covered.
  - Tables come with a 2-year Warranty on manufacturer's defects. Misuse, abuse, or damage by misapplication are not covered.
- WallBeds Australia:
  - The NeXt Bed Mechanism comes with a 7-year manufacture warranty on manufacturer's defects. Misuse, abuse, or damage by misapplication are not covered.
  - The ALPHA Bed Steel Frame has a limited lifetime warranty on manufacturer's defects.
  - The ALPHA Bed legs, leg connector rods, springs and spring mechanism comes with a 7-year manufacture warranty on manufacturers defects. Misuse, abuse, or damage by misapplication are not covered.
  - The DIY hardware kit comes with a 7-year manufacture warranty on manufacturer's defects. Misuse, abuse, or damage by misapplication are not covered.
- Mattresses
  - come with a 2-10 year manufacture warranty (depends on mattress brand) on manufacturer's defects. Misuse, abuse, or damage by misapplication are not covered.
- Tables

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- 2 Year warranty on manufacturers defects. Misuse, abuse, or damage by misapplication are not covered.

### 14. SAFETY WARNING

Wall beds are designed to be operated by adults. Use by children may result in injuries to the child or damage to the Wall bed if they are unable to control the opening or closing of the mechanism. Warranties do not cover injuries or damage under these circumstances.

Wall beds require strong anchor points into wooden studs or masonry, and structurally sound floor surfaces. The client is responsible for ensuring the structural integrity of the wall and floors to which the bed will be attached and used upon.

Whilst Wall beds meet Australian Standards, adult use and supervision of Wall beds is required at all times.

All wall beds are designed to be lowered with caution, and not designed to be lowered without control.

It is recommended that all wall fixing points be assessed and re-tightened on an annual basis to ensure strong attachment at the anchor points. If in doubt, contact an installer or ourselves for advice.

### 15. WHAT DOES MY WARRANTY EXCLUDE?

The Warranty Program specifically excludes claims for:

- Products **held by the client for more than 2 weeks without inspection or assembly/installation after delivery** to the clients home, unless otherwise agreed in advance
- Smartbed furniture installed by unqualified tradespeople
- damage incurred during handling, transportation, re-location, storage and installation of the product by the customer or their contractor
- failure of the bed or mechanism due to structural issues of the wall or floor that are not reasonably foreseen at the time of installation
- discolouration of timber or fabric coverings resulting from exposure to direct sunlight, extreme heat or similar conditions
- surface scratches, dents, chips, marks, accidental breakages, normal wear and tear or damage resulting from misuse or abuse
- damage to cabinetry caused by dropping of the Wall bed door or not putting the manual foot in place to support the Wall bed when open
- damage to mechanism as a result of excessive bedding been left on the bed when it is closed
- damage to fabric coverings caused by the transference of perspiration, body oils or the corrosive ingredients contained in personal care products such as hair gels and skin creams
- damages resulting from dye transfer from rugs, cushions, jeans and other clothing
- the cost of return transportation from the purchaser to Fold Out Furniture, if the claim is not covered by the standard warranty conditions
- damage caused to a product or person resulting from incorrect use of the Wall bed
- Damage to laminates/wood through leaving wet cloths, glasses etc on surfaces so that it create marks/discoloration.
- the normal and expected settling of soft filling such as polyester fibre.
- Damage caused by fabric pilling. Fabric pilling is considered normal wear and tear and is not covered under warranty. Pilling can easily be removed with a battery-operated pilling tool available from most haberdashery stores.

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- timber grain variation, colour variation, wrinkling, markings, and scars resulting from the natural features of the product
- damage or degradation of timber and fabric coverings not properly maintained; that is, the regular removal of dust and dirt by appropriate means and the application of endorsed cleaning and care nourishing products as instructed at time of sale
- damage to timber or fabric coverings due to the application of chemicals, cleaners or conditioners unsuited to the materials
- damage or marks to flooring by the feet/wheels on the wall beds
- change of mind; wrong selection or finding the goods cheaper elsewhere
- customized cabinetry not fitting due to incorrect measurements supplied by the client
- delay in delivery of goods, or delay in installation due to need to replace any damaged items under warranty
- if the bed/item is on-sold, the warranty becomes void. The warranty covers the original person(s) invoiced only.

### WHAT SHOULD I DO IF I REQUIRE ASSISTANCE?

For after sales product or warranty queries please contact Fold Out Furniture.

When calling regarding a warranty issue please provide your invoice number, and surname. You must contact us immediately following the discovery of any alleged defect.

Once you have raised your issue with us we may arrange for a Fold Out Furniture team member or contractor to visit your home, or we may ask you to submit photographic evidence. For smaller goods, we may also ask you to return the goods to the place of purchase to be assessed.

The team member or contractor will assess the item to verify that the product presents manufacturing defects. More than one inspection may be required.

If found to be defective, Fold Out Furniture will, at its choice, repair or replace the defective product.

We remind our customers that softening of cushioning should be expected as a result of normal use and is not to be confused with damage.

The warranties are not transferable, and service is available only to the original purchaser.

### OTHER RIGHTS

The benefits given by the warranty is additional to other rights and remedies that you may have under law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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