

ITEM.COM.AU TERMS & CONDITIONS

Please read these Terms and Conditions carefully before using <http://item.com.au> (“the Site”) operated by item.com.au Pty Ltd (“us”, “we”, or “our”). This Agreement sets forth the legally binding terms and conditions for your use of the Site.

1 Acceptance of Terms & Conditions

- 1.1 By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms and Conditions.

2 Use of Item Online Order System

- 2.1 By using the Site, you warrant that you are at least 18 years of age and have authority to place an order on the Site.
- 2.2 We assume no responsibility for any loss, damage or transactions that take place as a result of a disclosure by you of your password or login details to third parties.
- 2.3 You agree:
 - a) Not to use the Site for commercial purposes; and
 - b) Not to re-sell any products to a third party or for trade purposes; and
 - c) Not to login with credentials from a third party, unless expressly authorised by the third-party; and
 - d) Not to use the Site for any illegal purposes; and
 - e) Not to copy content for any purpose, unless authorised by us; and
 - f) Not to disrupt, harm or violate security of the system.

3 Pricing

- 3.1 All prices shown on the Site are in Australian Dollars, unless otherwise stated.
- 3.2 All prices shown on the Site include applicable GST and taxes, unless otherwise stated.
- 3.3 All prices shown on the Site are subject to change without notice. Prices will become fixed upon Order confirmation, and any subsequent price changes will not be applied retrospectively to the Order.

4 Product Specifications

- 4.1 All product specifications and features shown on the Site are subject to change without notice.
- 4.2 All weights, dimensions, photos and other product features shown on the Site are approximates only. This includes but is not limited to finishes and colours on all products as these may vary from actual product.
- 4.3 Due to unique timber & textiles being used along with handmade manufacturing some products will vary from the product images used. Item.com.au will not be liable for any product that varies in any way from the images or descriptions used on the Site.

5 Orders

An Order will be created once you successfully complete checkout on the Site and receive an email confirmation from us with an Order number.

- 5.1 By placing an Order on the Site, you make an offer to Item.com.au to purchase the products in accordance with these Terms and Conditions.
- 5.2 You are responsible for ensuring all contact, delivery and payment information entered is truthful and correct, and that the nominated email address and mobile number is regularly checked for correspondence from us.
- 5.3 We reserve the right to accept or reject any Order at any time, prior to dispatch, for any reason deemed appropriate by us, including if the product is unavailable, if there is an error in the price, or an error in your Order.
- 5.4 Each Order we accept results in a separate binding agreement between you and us for the supply of the chosen products.
- 5.5 In the event an Order is rejected, we will refund any amounts paid for that Order as soon as reasonably practicable. Notification of the Order cancellation and refund will be provided by email.
- 5.6 We accept no liability if you place an Order for products that are out of stock. In the event such an order is created, we will contact you as soon as we become aware and arrange for a refund or store credit.

6 Payment

- 6.1 We accept payment via credit or debit card (Visa, MasterCard, and PayPal)
- 6.2 Full payment for products must be made at the time of purchase, unless otherwise agreed with us.
- 6.3 If payment is not received for any reason, you agree to pay any amount due upon demand by us.

7 Delivery

- 7.1 All Orders made on the Site include a delivery service, separate from the supply of products. This delivery service only includes dispatch of the Order with a third party carrier, along with any delivery instructions relevant to the Order.
- 7.2 The delivery service will be completed upon dispatch of an Order in accordance with clause 7.1. We will not be liable for any refund of delivery fees paid by you once the delivery service is completed.
- 7.3 Please refer to our Delivery Policy located on the Site for a full list of terms and inclusions.

8 Risk

- 8.1 Risk in products passes to you upon confirmation of delivery.
- 8.2 Title in products passes to you only upon confirmation of delivery and receipt by us of full payment by either cash, or clearance of funds into our bank account.

9 Refunds, Repairs and Returns

- 9.1 Item.com.au does not accept returned products due to a change of mind. This includes if you simply change your mind, find it cheaper somewhere else, decide you do not like the purchase or have no use for it.
- 9.2 Refer to sections 10 & 11 below for details on repairs & returns.

10 Warranty

- 10.1 Item.com.au guarantees to repair or replace any product with a manufacturing or material defect. Our warranty periods are:
 - a) Three to five-year frame warranty on Item.vcom.au leather, fabric and synthetic lounges (actual period will depend on the model)
 - b) One year for all other products, including sofa bed and recliner mechanisms, sleeper mattresses, upholstery and cushioning.
- 10.2 Warranty periods commence from the date of purchase.
- 10.3 Warranty only covers defects that are not a result of normal wear and tear, a natural characteristic of the material used or evidence of abuse. The warranty does not cover products used for commercial purposes.
- 10.4 Warranty does not apply to seconds, floor stock, repaired products, or products with defects that the customer has been notified of prior to purchase, unless otherwise agreed.
- 10.5 Warranty will become void if:
 - a) A service provider not approved by us attempts repairs; or
 - b) The product has not been maintained as per the manufacturer's instructions provided with the product; or
 - c) The product is misused, abused, dropped, exposed to extreme temperatures or not properly maintained; or
 - d) The product is modified, incorrectly used, subject to incorrect electrical supply or used with inappropriate accessories; or
 - e) The product's serial number has been altered.

11 Application of Australian Consumer Law

- 11.1 These Terms and Conditions are subject to the *Australian Competition and Consumer Act 2010* ('Australian Consumer Law'), which provides that goods must be:
 - a) Reasonably fit for any disclosed purpose; and
 - b) Reasonably fit for any purpose that we represent; and
 - c) Fit for all purposes for which goods of its kind are commonly supplied; and
 - d) Acceptable in appearance, free from defects, safe and durable.
- 11.2 For a major failure (including damage during shipping) with the product, you are entitled to:
 - a) Reject the product for a refund; or
 - b) Reject the product for an identical replacement, or one similar in value if reasonably available; or
 - c) Keep the product and obtain compensation from us for the drop in value of the product caused by the major failure.
- 11.3 For a minor failure with the product, you are entitled to:
 - a) To have the product repaired for free within a reasonable time; or

b) If this is not completed within a reasonable timeframe or the problem is not fixed you are then able to ask for a refund, exchange or repair the problem yourself & pass on the costs to Item.com.au. Subject to the above, and to the extent permitted by law, all warranties, conditions and other terms express or implied by statute, custom or common law are excluded. Further, to the extent permitted by law, we are entitled to limit our liability for a breach of a guarantee, condition or warranty implied by statute.

12 Intellectual Property

- 12.1 Unless otherwise permitted in clause 12.2, all intellectual property on the Site is our property. You may not reproduce, adapt, modify, display, perform or distribute any material, unless expressly authorised by us.
- 12.2 You may store or print material from the Site for the sole purpose of viewing and/or purchasing products from the Site.

13 Liability

- 13.1 To the extent permitted by law, we will not be liable for any loss of income, loss of profits, loss of contracts, loss of data, mental distress or for any indirect or consequential loss or damage of any kind, whether caused by tort, breach of contract or otherwise.
- 13.2 We limit our maximum aggregate liability for any product or service supplied, whether in tort, contract or otherwise to the amount payable for the product.