

TERMS AND CONDITIONS OF TRADE FOR ORDERED IN GOODS

Interpretation

1. In these conditions:
 - (a) "company" and "we" means Karmy Pty Ltd (ABN 73 753 247 573) trading as Schots Home Emporium which is the seller of the goods.
 - (b) "customer" and "you" means the person or business that purchases goods;
 - (c) "good" means product supplied by the company to the customer; on a made to measure basis;(d) "credit agreement" means a credit agreement entered into between the company and the customer for the supply or future supply of goods on credit;
 - (e) "completion due date" means the date noted on the order upon which it is expected that the goods will be completed and the customer notified to collect the good.
 - (f) The singular includes the plural and vice versa.
 - (g) Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974 (Cth)) and which by law cannot be excluded, restricted or modified.

General

2. Where a customer has a credit agreement the terms relating to that agreement are to apply to the exclusion of this document.

Terms of Sale

3. Except for the application of clause 2 all goods sold by the company or services provided by the company are sold or supplied on these terms and conditions.

Payment

4. For goods of a value greater than \$100 a deposit of 30% will be required at the time of order. The remaining amount must be paid before the customer takes delivery of the goods.
5. For goods of a value of \$100 or less the full cash price will be required at the time of order.
6. Sale items must be paid in full at time of order.
7. Goods are sold ex-store and all freight costs are to be borne by the customer.
8. We reserve the right to withhold orders from collection until cheque payments are cleared.

Property

9. Property, risk and ownership in the goods passes to the customer upon payment.

Collection of orders

10. Subject to clause 11 the company will prepare each order for collection at the company's premises by the customer or their agent or courier as soon as possible after the placement of the order and as soon as each order is ready for collection the company shall notify the customer. Within 7 days of receiving notification that the order is ready for collection, the customer must remove the goods from the company's premises.
11. The company reserves the right to make a reasonable charge for storage of goods that are not removed from the company's premises within 7 days of notification that an order is ready for collection.
12. If goods are not collected within 14 days of the date upon which you are notified that the goods are ready for delivery the company shall notify you of our intention to dispose of them to recover our costs and shall do so after a further 14 days.
13. We will make every effort to have the order filled promptly but we cannot be held responsible for delays due to circumstances beyond our control. In the case of extended delays we will notify you of the reason for the delay and negotiate with you whether to proceed with the order or cancel it.

Cancellation

14. Except as allowed in clause 11 if you cancel this order, unless we are in breach of contract, we have the right to retain all or part of your deposit to cover expenses incurred up to that time.

Returns

15. Goods are not returnable for refund or credit unless defective (refer to our refund policy in store).

Credits

16. Credits will expire 12 months from the date of issue.

Warranty

17. Warranties on all products are applicable. Contact our customer service department Mon-Fri for details.