

# Terms & Conditions

The following Terms and Conditions apply to all orders placed with, and goods and services supplied by, Bamboozle (WA) Pty Ltd, trading as Lifewood, and form part of the contract between you, the customer and Lifewood.

## 1. PAYMENT TERMS

Benefits to the consumer under this warranty are in addition to those rights outlined under consumer law in Australia. Lifewood goods and services come with guarantees and warranties that cannot be excluded under the Australian Consumer Law.

- a. For floors that are supplied and installed by Lifewood:
  - i. On acceptance of the quote, a deposit of 10% of the entire quote value (including GST) is payable. No scheduling of works will be undertaken without a deposit payment.
  - ii. A payment of the remainder of the quote value is payable *before* any materials are delivered to site.
- b. For floors that are sold as supply of materials only (i.e. not installed by Lifewood):
  - i. On acceptance of the quote, a deposit of 10% of the entire quote value (including GST) is payable. No scheduling of works will be undertaken without a deposit payment.
  - ii. The balance of the entire quote is payable *before* is payable before any materials are picked up from the Lifewood's warehouse or delivered to site.
- c. Cancellations with less than 3 months notice from the agreed installation/delivery date will result in forfeiture of the 10% deposit and liability for the costs of any custom items ordered.
- d. Lifewood reserves the right to charge a 20% handling fee for any credits requested for returned stock or returned deposits.
- e. All overdue amounts are subject to interest at the rate of 20% per annum. Such interest may be added at the discretion of Lifewood.
- f. Quotes are valid for a period of 30 days and any changes made have to be agreed upon in writing by both parties.
- g. Time is of the essence in respect of the obligation to make payment in accordance with this clause.
- h. All warranties are void if payment of final invoice is not made in full.
- i. Lifewood accepts electronic funds transfer (EFT), cash, cheque or credit card. The deposit may be paid by credit card without incurring any merchant fees. However, if final balance costs are paid by credit card a merchant fee will be incurred of 2% for MasterCard and Visa cards, and 2% for Diners and

American Express cards.

## 2. SECURITY AND CHARGE

- a. You agree to indemnify Lifewood for any costs incurred in recovering or attempting to recover any amounts which may from time to time become overdue for payment including and without limitation legal costs on a solicitor/client basis.
- b. You agree to charge your estate and interest in any land capable of being charged in favour of Lifewood as security for all and any amounts payable to Lifewood pursuant to these Terms and Conditions.
- c. You agree that this clause creates a caveatable interest in favour of Lifewood over any such estate and interest in such land and consent to Lifewood lodging an absolute caveat over your interest in any land which may be withdrawn (at your cost) once all payments and other monetary obligations pursuant to these Terms and Conditions have been paid. All costs associated with the lodging and withdrawal of the caveat will be borne by you.

## 3. CUSTOMER OBLIGATIONS

You, the customer, are responsible to ensure:

- a. You provide us with suitable access to the work area. Access to power and lighting must be provided by you and more than one power point is required;
- b. The concrete sub-floors must be free from oils, wax etc. and high spots or ridges removed to enable proper adhesion of the floor. You are required to complete this work prior to delivery or installation;
- c. Removal of all furniture and disconnection of appliances such as ovens, dishwashers and fridges is the responsibility of the customer and must be completed before work can begin;
- d. All other trades have finished their work in the area to be installed;
- e. Any fixings that impede our ability to carry out the works quoted, such as balustrade (in particular glass balustrade), scaffolding, temporary stairs etc. must be removed. You are responsible to restore them after completion of our works; and
- f. Delivery vehicles must be able to park within a suitable distance of the work area for the unloading of product by hand. Inability to do so may result in an extra delivery fee added to your final invoice to cover labour costs. Delivery vehicles cannot be expected to travel through sand.

#### 4. INSTALLATION (applicable when Lifewood are installing your floor)

- a. The quote has been provided as an estimate only and is subject to final site measure and inspection.
- b. All requests for variations or amendments to the work included in the quote must be made in writing to Lifewood, and where such a request requires additional labour or material cost, this will be an additional charge or cost to you.
- c. Lifewood is not responsible for rectifying insufficient door clearance and is not liable for accidental damage as a result of remedy work carried out in good faith.
- d. Delivery and installation times are estimates only and may vary due to circumstances which include, but are not limited to, availability of product, area to be completed, accessibility, weather conditions and force majeure. We suggest allowing extra time rather than less, to enable scopes of work to proceed without interruptions. Lifewood is not liable for any delay in delivery or installation.
- e. All possible care will be taken during the installation process, however small chips or marks may occur on or to walls and fixtures, fittings or installations such as (but not limited to) cupboards and stairs. Lifewood is not liable to repair any such damage.
- f. When applicable, sanded and polished floors will be completed in accordance with the Australian National Timber Development Council Standard for Acceptable Finish. Floors can be expected to have minor blemishes including open grain, swirl marks, sanding marks, gaps and fixing holes, and slight variations in sheen level.

#### 5. CLAIMS, DISPUTES AND RECTIFICATION

- a. Any complaints must be submitted in writing and sent to Lifewood within 7 days of completion of installation. The complaint or claim must clearly state the issues and any expected resolution. No complaint will be considered by Lifewood until all invoices and outstanding sums are paid in full. If no complaint is submitted within 7 days, then to the extent permitted by law, the goods and/or services will be treated as having been accepted and any final payment must be made in accordance with these Terms and Conditions.
- b. No responsibility will be accepted for any damage done by you or other (non-Lifewood) tradesman and a charge will be levied for any rectifications of damaged caused by other parties.
- c. If in the case of any full installation package Lifewood considers the installation is faulty, then any rectification will be carried out as soon as practicable and after payment is received in full.
- d. All claims are subject to an independent ATFA inspector review. The costs will be covered by Lifewood if found liable and remedial actions will be taken as per the recommendations of the ATFA report. The cost of the inspection will be the responsibility of the customer if Lifewood is not deemed liable for any remedial actions.

#### 6. ACKNOWLEDGMENTS

You acknowledge and agree as follows:

- a. Timber flooring is a natural product and therefore subject to vagaries and variations in colour and texture, grain lines and surface cracks and imperfections. No responsibility is taken for these inherent characteristics and you agree to accept these vagaries and variations.
- b. There may be a small amount of surface movement that can result from climatic changes.
- c. Timber flooring is a natural product and will change colour as the product ages and with exposure to sunlight. Such colour changes are normal and are not to be considered a defect.
- d. Hollow sounding areas and occasional squeaking boards can occur in your floor due to undulations in the sub floor or changes in climatic conditions. You acknowledge this is not a defect in the flooring and Lifewood installed floors may contain up to 10% hollow spots which are considered acceptable industry standards. As per industry standards one suitable remedy offered by Lifewood to rectify for hollow spots, is to drill up to a 3mm hole in the edge of your floor and inject it with a suitable product to fill the floor and that this practice is at the discretion of Lifewood at your cost.
- e. Excess product is often delivered to site to account for possible overruns, and that this product remains the property of Lifewood. No refunds for excess stock are provided to customers;
- f. Lifewood may, at its option, at any time and for any reason cancel a customers order and terminate this agreement (in whole or in part) by giving written notice to you. On giving such notice Lifewood shall refund to you all payments made by you under the payment for work conducted before the effective date of termination, and if materials have already been delivered to site you will do all things reasonably necessary to allow Lifewood to remove such materials.
- g. Our warranty does not extend to the finish polish or surface coating applied to , or on, the product.
- h. You accept that your floor may have height differences of up to 0.6mm between your boards and you accept that these are acceptable tolerances for a pre-finished floor.
- i. The only terms and conditions which are binding upon Lifewood are those set out in these Terms and Conditions or otherwise agreed to in writing by Lifewood or imposed by law and cannot be excluded.

#### 7. RETURNS

Returns will only be accepted provided that::

- a. Lifewood has agreed that the Goods are defective.
- b. The Goods are returned within a reasonable time at the Customer's cost.
- c. The Goods are returned in as close to condition to that in which they were delivered as is possible.

## 8. LIABILITIES AND EXCLUSIONS

- a. Lifewood will not be liable for any loss or damage resulting from any misuse of the products supplied.
- b. You agree, to the extent permitted by law, to indemnify and hold Lifewood, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any loss, liability and claims arising directly or indirectly from or in connection with the products and services supplied by Lifewood. This includes but is not limited to being liable for any loss or damage to Lifewood's business caused by defamatory or slanderous comments made on social media or other media.
- c. Unless prohibited by any applicable law, Lifewood shall not be liable (whether in contract, tort, under any statute or otherwise) for loss or damage of any kind (including direct, indirect and consequential loss including loss of business revenue, loss of profits, failure to realise expected profits or savings or other commercial or economic loss of any kind) howsoever caused arising out of or in any way related to the products supplied, the inability to use or the misuse of the products supplied, any failure or delay in delivery of the whole or any instalment of the goods or any negligence on the part of Lifewood or Lifewood's contractor.

## 9. PLATINUM AND GOLD PACKAGE GUARANTEES

The following applies to those who have selected the Platinum or Gold Packages.

- i. 'Agreed price' refers to the accepted proposal total value and is based on the work detailed in that proposal. All proposals are subject to a site inspection and any unforeseen changes to the agreed proposal scope will incur added costs.
- ii. "Perform its role" refers to 'fit for purpose' according to Lifewood's attached warranty.
- iii. Requests to change floor style, colour, or area to be installed must be made in writing to Lifewood a minimum of two weeks before delivery and are subject to availability.