

ARCHITECT SELECT LIGHTING PTY LTD

ACN 679 897 940

TERMS AND CONDITIONS OF SALE

Revised 10-06-2025 | Victoria, Australia

A Note from Architect Select Lighting

Thank you for choosing Architect Select Lighting. We are committed to delivering exceptional architectural lighting solutions and to building long-term relationships with our clients based on transparency and trust. The following terms have been prepared to protect both parties and to set clear expectations from the outset. We have summarised the key points below in plain English — the full terms follow.

- Every product we supply is made to order, tailored specifically to your project. If circumstances change and you need to discuss a cancellation, please contact us as early as possible and we will do our best to assist. Please be aware that once production has commenced, costs are committed on your behalf and a restocking charge may apply.
- Before production begins, we will issue shop drawings for your review and approval. Production commences only once you have signed and returned the drawings and your deposit has been received. Please review your shop drawings carefully — they are the foundation of your order.
- Your deposit secures your order and starts production. The balance of payment is due before goods are dispatched. We will notify you when your goods are ready and arrange payment of the balance at that time.
- All goods carry a 5-year warranty against defects in materials and workmanship. We stand behind what we supply. If something isn't right, contact us and we will work with you to resolve it. Please note that labour and access costs are not included in the warranty unless separately agreed in writing.
- Please inspect your goods on delivery and let us know promptly if anything is damaged, missing or incorrect. Written notification within 72 hours of delivery allows us to act quickly and resolve any issues efficiently.
- Delivery timeframes are estimates. We work with international manufacturers and while we always aim to meet agreed timeframes, delays can occasionally occur beyond our control. We are not in a position to accept liability for liquidated damages or project delay penalties.
- These terms are governed by the laws of Victoria, Australia. If you have any questions about anything in this document, please don't hesitate to get in touch with us directly.

1. DEFINITIONS

In these Terms, the following definitions apply:

- (a) **ACL** means the Australian Consumer Law, as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- (b) **Architect Select** means Architect Select Lighting Pty Ltd (ACN 679 897 940) and its successors and assigns.
- (c) **Customer** means the person or entity purchasing Goods from Architect Select and, where there is more than one, means those persons or entities jointly and severally.
- (d) **Delivery** means the point at which the Customer, or the Customer's nominated agent or carrier, takes possession of the Goods.
- (e) **Excluded Loss** means any consequential, indirect or special loss or damage including, without limitation, loss of profit, loss of business, loss of opportunity, loss of goodwill or loss of revenue.
- (f) **Goods** means any goods supplied or to be supplied by Architect Select to the Customer pursuant to an Order.
- (g) **Invoice** means an invoice issued by Architect Select to the Customer in respect of an Order.
- (h) **Order** means a purchase order or request from the Customer for the supply of Goods accepted by Architect Select.
- (i) **Price** means the price of the Goods as specified in a Quotation or Invoice, inclusive of freight, transportation, import duties and all other charges unless otherwise stated, and exclusive of GST.
- (j) **Quotation** means a written quotation issued by Architect Select to the Customer for the supply of Goods.
- (k) **Shop Drawings** means the technical drawings, specifications and product documentation prepared by or on behalf of Architect Select in respect of an Order and issued to the Customer for review and approval.
- (l) **Terms** means these Terms and Conditions of Sale.
- (m) **Warranty Period** means five (5) years from the date of invoice.

2. APPLICATION OF TERMS

- (a) These Terms apply to all Quotations, Orders, Invoices and any contract for the supply of Goods by Architect Select to the Customer.
- (b) Where the Customer places multiple or subsequent Orders, each Order will be subject to these Terms.

- (c) Where the Customer places an Order via its own purchasing system or documentation, these Terms apply and no additional or conflicting terms of the Customer will have effect.
- (d) Nothing in these Terms excludes, restricts or modifies any right or remedy implied or imposed by the ACL or any other applicable legislation where to do so would be unlawful or render any provision void or unenforceable.

3. ORDERS, CANCELLATIONS AND REFUNDS

- (a) All Goods supplied by Architect Select are produced to order. An Order is confirmed only upon satisfaction of both of the following conditions: (i) the Customer has signed and returned the Shop Drawings to Architect Select; and (ii) the required deposit has been received in full by Architect Select. Production will not commence prior to confirmation of an Order.
- (b) Cancellation of a confirmed Order requires the prior written approval of an authorised representative of Architect Select, which may be granted or withheld in Architect Select's absolute discretion. Once an Order is confirmed, commitments are made on the Customer's behalf immediately and the deposit is forfeited upon cancellation. The deposit represents a genuine pre-estimate of the costs and commitments made by Architect Select on the Customer's behalf upon confirmation of an Order. Architect Select reserves the right to invoice the Customer for any additional costs incurred or committed at the time of cancellation.
- (c) Returns of completed Goods are not accepted as of right. Any request to return Goods must be made in writing and is subject to the prior written approval of an authorised representative of Architect Select, which may be granted or withheld in Architect Select's absolute discretion. Where a return is approved, all freight, insurance and handling costs are the Customer's responsibility, a restocking charge will apply, and Goods must be returned in original, unused and undamaged condition. Architect Select reserves the right to reject Goods that do not meet these conditions.
- (d) The Customer acknowledges that all Goods are manufactured to order and that upon confirmation of an Order, Architect Select incurs binding obligations to its manufacturers and suppliers on the Customer's behalf.

4. QUOTATIONS

- (a) All Quotations are valid for thirty (30) days from the date of issue unless otherwise stated in writing.
- (b) A Quotation does not constitute an offer and Architect Select reserves the right to withdraw or amend a Quotation at any time prior to acceptance of an Order.
- (c) Any changes to quantities or product configurations after a Quotation has been issued may necessitate a requotation.

5. SHOP DRAWINGS AND ORDER PROCESS

- (a) All Orders are subject to acceptance by Architect Select in writing.
- (b) Upon acceptance of an Order, Architect Select will issue Shop Drawings to the Customer for review and approval.
- (c) The Customer must review the Shop Drawings and sign and return them to Architect Select as confirmation of approval. It is the Customer's sole responsibility to ensure that all specifications, dimensions, quantities and other details contained in the Shop Drawings are correct and complete prior to signing.
- (d) Once the Customer has signed and returned the Shop Drawings and the required deposit has been received, the Order is confirmed. No changes will be accepted after this point unless otherwise agreed by Architect Select in writing.
- (e) Architect Select will not be liable for any errors, omissions or discrepancies in the Goods where those errors, omissions or discrepancies are consistent with the approved Shop Drawings.
- (f) Architect Select reserves the right to make minor design or specification changes to the Goods without notice, provided such changes do not materially affect the form, fit or function of the Goods as depicted in the approved Shop Drawings.

6. PRICE AND PAYMENT

- (a) The Price is inclusive of freight, transportation, import duties and all other charges unless otherwise stated. GST is not included in the Price and will be shown separately on all Quotations and Invoices. GST is payable by the Customer in addition to the Price.
- (b) A deposit is required to confirm an Order and initiate production. The deposit amount will be specified on the Quotation and Sales Order Confirmation.
- (c) The balance of the Price is due and payable in full prior to dispatch of the Goods. Architect Select will release the Goods for shipment to the nominated delivery address once the balance has been received in full.
- (d) Where payment is not made in accordance with these Terms, or any payment is subsequently dishonoured, Architect Select may:
 - i. suspend or cancel any outstanding Orders;

- i. withhold Delivery until all outstanding amounts are paid in full;
 - ii. charge interest on any overdue amount at 5% per annum above the Cash Rate Target set by the Reserve Bank of Australia, calculated daily from the due date until paid in full; and
 - iii. recover all outstanding amounts, including interest, as a liquidated debt.
- (e) The Customer has no right to withhold, set off or deduct any amount from payments due to Architect Select.

7. DELIVERY

- (a) Delivery occurs when the Customer, or the Customer's nominated agent or carrier, takes possession of the Goods.
- (b) Architect Select may deliver the Goods in instalments at its discretion.
- (c) All delivery timeframes are estimates only and are subject to availability of supply from third parties and manufacturers. Architect Select is not liable for any loss or damage arising from late delivery or non-delivery due to circumstances beyond its reasonable control.
- (d) Unless otherwise agreed in writing by an authorised representative of Architect Select, Architect Select will make one (1) delivery to the nominated site address. This limitation does not apply to deliveries made pursuant to an accepted warranty claim or confirmed replacement of defective Goods, which will be arranged at Architect Select's discretion.
- (e) All purchase orders must include complete delivery instructions, specifying:
 - i. nominated delivery address;
 - ii. loading dock requirements and booking times;
 - iii. any site access restrictions; and
 - iv. any unloading equipment requirements.
- (f) Where the delivery site requires specialised equipment or arrangements beyond standard kerbside delivery, including without limitation crane trucks, elevated work platforms or traffic management, the Customer is solely responsible for arranging and funding such equipment and arrangements. Architect Select does not provide specialised delivery or unloading equipment.
- (g) Architect Select accepts no liability for failed or delayed deliveries arising from incomplete or insufficient delivery instructions, or from site conditions not disclosed to Architect Select at the time of ordering.
- (h) The Customer is not relieved of its obligation to pay for Goods by reason of any delay in Delivery.

8. RISK AND TITLE

- (a) Risk in the Goods passes to the Customer upon Delivery.
- (b) Title in the Goods remains with Architect Select and does not pass to the Customer until Architect Select has received payment in full for those Goods.
- (c) Until title passes, the Customer must:
 - i. maintain the Goods in good order, condition and repair; and
 - ii. insure the Goods for their full replacement value against all risks of loss or damage.

9. ACCEPTANCE AND CLAIMS

- (a) The Customer must inspect all Goods immediately upon Delivery.
- (b) Any claim arising from damage, shortage, missing components or non-conformance with the approved Shop Drawings must be submitted in writing to Architect Select within seventy-two (72) hours of Delivery. Architect Select will not accept liability for any such claim submitted outside this period.
- (c) All claims must specify the Customer's order number and a description of the issue and must be accompanied by supporting photographs or such other evidence as Architect Select may reasonably require.
- (d) Where a claim is accepted, Architect Select may, at its sole discretion:
 - i. replace the affected Goods or parts thereof;
 - ii. repair the affected Goods; or
 - iii. issue a credit to the Customer for the affected Goods.
- (e) The remedies in clause 9(d) are the Customer's sole and exclusive remedies in respect of any accepted delivery claim.

10. WARRANTY

- (a) Subject to the terms of this clause, Architect Select warrants that Goods will be free from defects in materials and workmanship for the Warranty Period.
- (b) For LED products, an LED component will only be considered defective under this warranty if fifteen percent (15%) or more of the individual light emitting diodes in the product fail to illuminate.

- (c) This warranty does not apply to:
 - i. damage arising from accident, misuse, abuse, neglect or abnormal use;
 - ii. damage occurring after Delivery or during installation;
 - iii. normal wear and tear, including discolouration or surface deterioration;
 - iv. Goods modified, tampered with, disassembled, retrofitted or repaired by any person other than Architect Select or its authorised representatives;
 - v. Goods installed, operated or maintained otherwise than in accordance with the manufacturer's specifications and instructions;
 - vi. damage caused by electrical supply conditions outside the specified limits of the product, including supply spikes, over-voltage or under-voltage;
 - vii. any electrical misconnection, including the connection of line voltage (240V) to a low voltage product; and
 - viii. Goods not manufactured by Architect Select or its suppliers, which are subject to the warranty terms of their respective manufacturers only; and
 - ix. any claim made outside the Warranty Period.
- (d) This warranty expressly excludes all costs of labour, installation, reinstallation, removal, access equipment (including scaffolding and elevated work platforms), freight and any other costs incidental to the repair or replacement of Goods. Such costs remain the sole responsibility of the Customer unless Architect Select has agreed in writing, by an authorised representative, to contribute to specified costs in a specified amount.
- (e) Warranty claims must be submitted to Architect Select in writing within fourteen (14) days of the Customer discovering the relevant defect and within the Warranty Period. For the avoidance of doubt, the seventy-two (72) hour notification requirement in clause 9 applies exclusively to damage or shortage identified at the point of Delivery and is distinct from the warranty claims process in this clause, which applies to defects manifesting during the operational life of the Goods.
- (f) The written notification must include:
 - i. order number and invoice date;
 - ii. installation date and hours of operation;
 - iii. a detailed description of the defect; and
 - iv. photographs and any other supporting documentation or evidence.
- (g) Upon receipt of a warranty claim, Architect Select will assess the information provided and determine, in its absolute discretion, the appropriate course of action. Without limitation, Architect Select may:
 - i. attend site to inspect the Goods;
 - ii. require the Customer to return the Goods to a location nominated by Architect Select for inspection and assessment; or
 - iii. resolve the claim based on the documentation and evidence provided.
- (h) Where Architect Select investigates a warranty claim and determines that the Goods are not defective or non-conforming, the Customer will be liable for all reasonable costs incurred by Architect Select in connection with that investigation, including freight, inspection, testing, handling and site attendance costs.
- (i) Where a warranty claim is accepted, Architect Select will, at its sole discretion:
 - i. repair the defective Goods;
 - ii. replace the defective Goods or the defective part thereof with equivalent goods, which may show minor deviations in design or specification; or
 - iii. reimburse the Customer for the purchase price of the defective Goods.
- (j) The warranty in this clause is the only warranty given by Architect Select in respect of the Goods and is given in lieu of all other warranties, whether express or implied. No agent, distributor, representative or dealer is authorised to give any warranty on behalf of Architect Select.

11. LIMITATION OF LIABILITY

- (a) To the fullest extent permitted by law, all express and implied terms, warranties, conditions, representations and guarantees relating to the Goods (including as to merchantability, description, quality, suitability or fitness for purpose) are excluded.
- (b) To the fullest extent permitted by law, Architect Select is not liable to the Customer or any other person for any Excluded Loss howsoever caused, arising from or in connection with the supply, installation or use of the Goods.
- (c) Architect Select is not liable for any loss or damage arising from the Customer's reliance on any advice, recommendation, information or assistance provided by Architect Select in good faith in relation to the Goods.
- (d) To the extent that any provision of the ACL or other applicable legislation applies and cannot be excluded, Architect Select's liability under those provisions is limited, at Architect Select's option, to:
 - i. the replacement of the Goods or the supply of equivalent goods;
 - ii. the repair of the Goods;

- iii. the payment of the cost of replacing the Goods or acquiring equivalent goods; or
- iv. the payment of the cost of having the Goods repaired.
- (e) Notwithstanding any other provision of these Terms, Architect Select's aggregate liability to the Customer in respect of any claim or series of related claims shall not exceed the Price paid by the Customer for the specific Goods giving rise to that claim.
- (f) In no circumstances shall Architect Select be liable for any costs of labour, installation, reinstallation, removal, access equipment, freight or any other costs incidental to the provision of any remedy under these Terms, unless Architect Select has agreed in writing, by an authorised representative, to meet specified costs in a specified amount.
- (g) Architect Select shall have no liability for liquidated damages, delay damages, penalties or similar charges of any nature arising from or in connection with the supply or delivery of Goods, whether such claims are made by the Customer, a head contractor, builder or any other third party. The Customer must not set off or deduct any such amounts against payments owing to Architect Select.
- (h) Where Goods are ready for dispatch but cannot be delivered by reason of the delivery site not being ready, the Customer being unavailable, or any other circumstance beyond Architect Select's reasonable control, Architect Select may charge a storage fee in respect of all Goods held on the Customer's behalf. Storage fees will accrue from the date on which the Customer is notified in writing that the Goods are ready for delivery. Storage fees will be calculated on the basis of the actual daily cost of storage incurred by Architect Select, plus a ten percent (10%) administration fee. Storage fees will be invoiced to the Customer and are payable within fourteen (14) days of the date of invoice.

12. FORCE MAJEURE

- (a) Neither party shall be liable for any delay or failure to perform any obligation under these Terms to the extent that such delay or failure arises from circumstances beyond that party's reasonable control (a Force Majeure Event). For the avoidance of doubt, Force Majeure Events affecting Architect Select expressly include acts of God, natural disasters, war, civil unrest, government action, pandemic or public health emergency, port congestion, customs delays, shipping disruptions, supply chain disruptions, manufacturer delays and component shortages. The fact that Architect Select sources Goods from a particular manufacturer or supplier shall not, of itself, render delays by that manufacturer or supplier within Architect Select's reasonable control.
- (b) An obligation to pay money is not excused by force majeure.

13. GENERAL

- (a) **Governing Law.** Architect Select reserves the right to amend these Terms at any time. The Terms applying to an Order are those in force at the date the Order is confirmed. Updated Terms will be published and made available to Customers upon request. These Terms and all contracts for the supply of Goods are governed by the laws of Victoria. Architect Select and the Customer submit to the non-exclusive jurisdiction of the courts of Victoria.
- (b) **Variation.** These Terms may only be varied by a written instrument signed by an authorised representative of each party. Electronic correspondence, including email, shall not constitute a valid variation of these Terms unless it expressly records the intention of both parties to vary these Terms and is confirmed in writing by an authorised representative of Architect Select.
- (c) **Severability.** If any provision of these Terms is void, invalid or unenforceable, that provision will be severed to the extent of the invalidity and the remaining provisions will continue in full force and effect.
- (d) **Entire Agreement.** These Terms, together with any accepted Quotation or Invoice, constitute the entire agreement between Architect Select and the Customer in respect of the supply of Goods and supersede all prior representations, negotiations and agreements.
- (e) **Waiver.** No failure or delay by Architect Select in enforcing any provision of these Terms shall constitute a waiver of that provision or prejudice Architect Select's right to enforce that provision at any subsequent time.
- (f) **Separate Contracts.** Each Order constitutes a separate and independent contract between Architect Select and the Customer. A breach of any one contract shall not entitle the Customer to terminate any other contract, unless Architect Select has expressly agreed to such termination in writing.