



**AVI LIGHTBOARDS PTY LTD**  
**ACN: 653 053 082**  
**Trading as LIGHTBOARDS AUSTRALIA**  
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## **Terms of Trade**

These terms are contractual terms and thus binding upon the Parties.

### **1. Definitions**

- 1.1. **“LIGHTBOARDS AUSTRALIA”** shall mean AVI LIGHTBOARDS AUSTRALIA PTY LTD trading as LIGHTBOARDS AUSTRALIA, its successors, assigns, or any person genuinely acting as its authorised representative.
- 1.2. **“CLIENT”** shall mean the Client (or any person acting ostensibly on behalf of the Client as its authorised representative).
- 1.3. **“GOODS”** shall mean all Goods or Items supplied by LIGHTBOARDS AUSTRALIA to the Client.
- 1.4. **“PRICE”** shall mean the price payable for the Goods agreed between the parties in accordance with Clause 3 of this Contract.

### **2. Acceptance**

- 2.1. The Client's acceptance of LIGHTBOARDS AUSTRALIA's Fee and Goods quote shall constitute acceptance of the contractual terms and conditions contained herein, as constituting the entire agreement between them, and an undertaking to pay the Price in full.
- 2.2. In the case of more than one Client having accepted a quote, the Clients shall be jointly and severally liable for all payments.
- 2.3. Upon the Client's acceptance of these Terms, they may only be amended by LIGHTBOARDS AUSTRALIA in writing.

### **3. Price And Payment**

- 3.1. Any fees payable for labour, installation and training shall be payable within 14 days of invoice, or as otherwise stipulated by LIGHTBOARDS AUSTRALIA.
- 3.2. Time for payment for the Goods shall be otherwise of the essence, and shall be immediate, prior to acceptance or shipping, except as otherwise stated by LIGHTBOARDS AUSTRALIA at its absolute discretion.

### **4. Delivery**

- 4.1. Delivery costs, and any government or other duties or charges, are the liability of the Client.
- 4.2. At LIGHTBOARDS AUSTRALIA's sole absolute discretion, delivery of the Goods shall occur when the Client takes possession (by accepting delivery) of the Goods at its nominated address.
- 4.3. Any delivery times stated are only estimates.
- 4.4. LIGHTBOARDS AUSTRALIA shall not be liable to the Client for any inconvenience or loss of profits or other civil damages relating to a delay in delivery.

### **5. Risk**

- 5.1. All risk passes to the Client on delivery.

### **6. Statutory Provisions**

- 6.1. Nothing in these terms shall have the effect of contracting out of any applicable provisions of the Australian Consumer Law or other relevant Commonwealth or State legislation.

### **7. Default & Consequences of Default**

- 7.1. In the event of the Client being in default of payment, LIGHTBOARDS AUSTRALIA may claim from the Client, as a liquidated debt, its costs of recovery on an indemnity basis, together with interest.

## 8. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 8.1. LIGHTBOARDS AUSTRALIA warrants its own branded products as free from defect in materials and performance for a period of 3 years from the date of original purchase (“**The Warranty Period**”).
- 8.2. During the Warranty Period, LIGHTBOARDS AUSTRALIA may at its sole discretion, repair or replace Goods or components.
- 8.3. Delivery of returned Goods to LIGHTBOARDS AUSTRALIA (and its related costs) shall be the liability of the Purchaser.
- 8.4. Return of the Goods to the Client (and related costs) shall be the liability of LIGHTBOARDS AUSTRALIA.
- 8.5. These warranties shall not apply to equipment manufactured by a third party; such matters being between the Client and the responsible third party.
- 8.6. Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms (“**Non-Excluded Guarantees**”).
- 8.7. LIGHTBOARDS AUSTRALIA acknowledges that these terms do not purport to modify or exclude the Non-Excluded Guarantees.
- 8.8. Except as expressly set out in these terms, LIGHTBOARDS AUSTRALIA makes no warranties or other representations herein including but not limited to the quality or suitability of the Goods.
- 8.9. LIGHTBOARDS AUSTRALIA’s liability in respect of these warranties is limited to the fullest extent permitted by law.
- 8.10. If the Client is a “Consumer” within the meaning of the CCA, LIGHTBOARDS AUSTRALIA’s liability is limited to the extent permitted by section 64A of Schedule 2.
- 8.11. If LIGHTBOARDS AUSTRALIA is required to replace the Goods under this clause or the CCA, but is unable to do so, LIGHTBOARDS AUSTRALIA may, at its absolute discretion, elect to refund any money the Client has paid for them.
- 8.12. If the Client is not a “Consumer” within the meaning of the CCA, LIGHTBOARDS AUSTRALIA’s liability for any defect or damage in the Goods is:
  - 8.12.1. limited to the value of any express warranty provided to the Client by LIGHTBOARDS AUSTRALIA at LIGHTBOARDS AUSTRALIA’s sole discretion,
  - 8.12.2. limited to any warranty to which LIGHTBOARDS AUSTRALIA is entitled, if LIGHTBOARDS AUSTRALIA did not manufacture the Goods,
  - 8.12.3. otherwise negated absolutely.

- 8.13. Subject to this Clause 8, returns will only be accepted provided that:
- 8.13.1. the Client has promptly informed LIGHTBOARDS AUSTRALIA of the defect following discovery of it; and
  - 8.13.2. LIGHTBOARDS AUSTRALIA has agreed that the Goods are defective, and
  - 8.13.3. The Goods are returned within 30 days of delivery at the Client's cost; and
  - 8.13.4. the Goods are returned in the same 'as new' condition as they were delivered.
- 8.14. Unused items still sealed in their original packaging are returnable up to 30 days from the date of original purchase.
- 8.15. Any shipping or delivery costs are not refundable save as provided for herein.
- 8.16. Notwithstanding the above sub-clauses, but subject to the CCA, LIGHTBOARDS AUSTRALIA shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- 8.16.1. the Client failing to properly maintain or store any Goods,
  - 8.16.2. the Client using the Goods for any purpose other than for which they were designed;
  - 8.16.3. the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - 8.16.4. the Client failing to follow any instructions or guidelines provided by LIGHTBOARDS AUSTRALIA;
  - 8.16.5. fair wear and tear, any accident, or act of God.
- 8.17. LIGHTBOARDS AUSTRALIA may in its absolute discretion accept non-defective Goods for return.
- 8.18. Notwithstanding anything contained in this Clause 8, if LIGHTBOARDS AUSTRALIA is required by a law to accept a return then it will only do so on the conditions imposed by that law.

## **9. Advice and Assistance**

- 9.1. LIGHTBOARDS AUSTRALIA may, at its own discretion, and without consequent liability, give the Client technical advice and assistance in using the Goods.

## **10. Consent to promotion.**

- 10.1. By accepting to these Terms Of Trade, you consent to LIGHTBOARDS AUSTRALIA utilising a copy of your corporate logo in its promotional and marketing activities, including, but not limited to, on its website, social media & other contexts.

## 11. Cancellation

- 11.1. LIGHTBOARDS AUSTRALIA may cancel any contract to which these terms and conditions apply, or cancel delivery of Goods at any time before delivery by giving written notice to the Client.
- 11.2. On giving such notice LIGHTBOARDS AUSTRALIA shall repay to the Client any sums paid in respect of the Price.
- 11.3. LIGHTBOARDS AUSTRALIA shall not be liable for any loss or damage whatever arising from such cancellation.
- 11.4. In the event that the Client cancels delivery, the Client shall be liable for a restocking fee of 20% of the Price.

## 12. General

- 12.1. *Severability*- If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 12.2. *Jurisdiction*- These terms and any contract to which they apply shall be governed by the laws of Queensland and the parties herein consent to that jurisdiction.
- 12.3. *Limit of Liability*- LIGHTBOARDS AUSTRALIA shall have no liability whatsoever to the Client for any indirect loss or expense (including, but not limited to, loss of profit) suffered by the Client relating in any way to a breach by LIGHTBOARDS AUSTRALIA of these terms and conditions.
- 12.4. In the event of LIGHTBOARDS AUSTRALIA's breach of these terms, the Client's remedies shall be limited to damages or the Price, whichever is the lesser.
- 12.5. The Client shall not be entitled to set off against or deduct from the Price any sums LIGHTBOARDS AUSTRALIA allegedly owes to the Client.
- 12.6. LIGHTBOARDS AUSTRALIA may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 12.7. LIGHTBOARDS AUSTRALIA reserves the right to review these terms at any time. Any change will take effect from the date on which LIGHTBOARDS AUSTRALIA gives written notice to the Client of the change.
- 12.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

- 12.9. A failure by LIGHTBOARDS AUSTRALIA to enforce any provision herein does not constitute a waiver of that provision, nor shall it affect LIGHTBOARDS AUSTRALIA's right to subsequent enforcement.
- 12.10. Disputes: Any dispute between LIGHTBOARDS AUSTRALIA and the Client will be discussed between the parties in the spirit of goodwill.

### **13. Warranty**

- 13.1. LIGHTBOARDS AUSTRALIA is not liable to the Client for any expense the Client incurs in applying for a remedy, including, but not limited to, any phone calls, postage or legal costs.
- 13.2. LIGHTBOARDS AUSTRALIA will not cover any damage or failures caused by, but not limited to, third-party components, electrical faults, pests, animals, weather elements, harsh environments, abuse, neglect of care or tampering by another party.
- 13.3. LIGHTBOARDS AUSTRALIA is not liable for any claims for any damage or consequential loss incurred by any party as a result of the purchase, installation or use of a product LIGHTBOARDS AUSTRALIA has supplied or installed.