

# PAPAYA FURNITURE DELIVERY & CONDITIONS

## STEP ONE | READ & SIGN TERMS AND CONDITIONS OF SALE

1. These Terms apply to all contracts for the sale of goods by Papaya Pty Ltd (Papaya).
2. No amendment, alteration, waiver or cancellation of any of these Terms is binding on Papaya unless confirmed by Papaya in writing.
3. Prices are determined at the time of order, prior to payment of the deposit and are subject to change without notice.
4. Payments are to be made to Papaya without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.
5. For Special Orders a deposit of 50% of the invoice price must be paid when placing an order. The balance of the invoice price must be paid in full before delivery.
6. The Customer must, within 7 days of being notified of their availability, collect or accept delivery of the Goods and pay the balance of the invoice price.
7. If the Customer fails to collect the Goods or accept delivery within 21 days of being notified of their availability, Papaya may terminate this contract, keep the deposit and resell the Goods.
8. Papaya may need to deliver the Goods in whole or in instalments and/or deliver prior to the planned date of delivery.
9. Any failure on the part of Papaya to deliver instalments within any specified time does not entitle the Customer to repudiate the contract with regard to the remaining undelivered balance of the goods.
10. Legal and beneficial ownership of the Goods will not pass to the Customer until such time as the Goods have been paid in full in cash or cleared funds.
11. The goods are deemed to have been inspected and accepted in good order and condition by the customer by the customer accepting the goods by delivery or collection.
12. No order may be cancelled, modified or deferred without the prior written consent of Papaya (which is at Papaya's sole discretion). If such consent is given it is, at the Company's election, subject to Papaya being reimbursed for all losses, including loss of profits, and paid a cancellation fee being not less than 25% of the invoice price of the Goods and 100% of the invoice price of the Goods if the Goods were customised or specially ordered for the Customer.
13. These Terms do not affect the rights, entitlements and remedies conferred by Australian Consumer Law. Papaya's liability under the statutory provisions is limited, at Papaya's option, to: (a) replacement or repair of the Goods or the supply of equivalent Goods; or (b) payment of the cost of replacing or repairing the Goods or of acquiring equivalent goods; and in either case, Papaya will not be liable for any consequential loss or damage or other direct or indirect loss or damage.
14. All Goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.
15. On discovery of any defect in the Goods, the Customer must immediately notify Papaya in writing of such defect. The Customer must not carry out any remedial work to alleged defective Goods without first obtaining the written consent of Papaya to do so.
16. The Customer expressly acknowledges and agrees that it has not relied upon, and Papaya is not liable for any advice given by Papaya, its employees, agents or representatives in relation to the suitability for any purpose of the Goods or for their care on maintenance.
17. All entrance dimensions at the delivery address must be provided prior to delivery. Failure to deliver goods based on access difficulties will result in a re-delivery fee to the customer.
18. A service fee of 20% of the total purchase value will be deducted from the credit note for change of mind. All delivery and handling charges are non-refundable. Any further delivery charges are to be paid by the customer for change of mind or exchange of product.
19. Any display product or sample inspected by the Customer is solely for the Customer's reference and does not constitute a sale by sample as there may be slight variations owing to natural materials used and the handmade nature of production.
20. The terms of the Contract are wholly contained in these Terms and any other written agreement signed by both parties. The Contract is deemed to have been made at Papaya's place of business where an order was placed and any cause of action is deemed to have arisen there.
21. Force Majeure - Papaya will not be liable for any breach of contract due to any matter or thing beyond Papaya's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion, pandemic or accident).
22. No failure by Papaya to insist on strict performance of any of these Terms is a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Customer.
23. If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.
24. These Terms and the Contract shall be governed by the law of New South Wales and the parties submit to the courts of New South Wales in respect of any dispute arising.

Your signature confirms that you read, understood  
and accept Papaya's Terms and Conditions.

.....  
Name

.....  
Date

.....  
Signature