

## **Terms & Conditions -**

### **Lead Time**

We work with a wide network of suppliers and manufacturers. Occasionally the supply chain can be impacted by unforeseen issues beyond our control, causing delays to the production of your purchase.

We are not liable for any loss resulting from late delivery of your order.

Delays do not entitle the customer to cancel the order.

Our normal lead time is 6- 8 weeks.

We will confirm an estimated dispatch window and your order placement 5 working days after we have received your purchase order.

### **Cancellations**

Our Lights are custom made to order and as such in normal circumstances cannot be cancelled or modified once you have placed your order with us.

However In some situations we may be able to cancel or modify an order, depending on the specific order circumstances and only at our discretion.

In this circumstance a restocking fee of up to 25% of the order may be applicable.

If an issue arises, please contact us immediately and we will see where we are in our materials ordering and production process.

### **Website**

Website material is only provided as general information and should not be used as the primary source of information from which to make decisions.

Specifically, colours and finishes can vary significantly between photos on the website and the physical product. If in doubt please contact us for a finished sample or to discuss this issue.

We reserve the right to modify our website content at any time, however we are not obligated to update it.

We are not liable if the content on this website is incorrect or incomplete in any way.

All content on the website is the property of South Drawn and is protected by international copyright laws.

## **Warranty**

South Drawn Pty Ltd offers a 5 year limited manufacturer's warranty on all of its standard lighting products.

- Our warranty covers faulty workmanship and or materials.
- Our warranty covers the cost of repair or replacement, excluding freight/transit, installation/uninstallation or other third party costs associated with the claim.
- Our product will be repaired or replaced at our complete discretion.
- For a claim to be assessed please email us directly on +61493106214 with the following information;  
Proof of purchase  
Product images  
A brief description of the issue and relevant factors.
- Damage due to installation or mishandling is not covered.
- Unsuitable placement of pendant & moisture or water damage will void the warranty.

## **Consequential Damages**

South Drawn will not be liable under this Agreement for any indirect, special or consequential damages or loss including loss of actual or anticipated revenue, loss of business or goodwill, loss of use or operation or loss of opportunity howsoever caused or arising under this Agreement.

We are not responsible for any consequential damages caused by the installation or use of our products.

## **Shipping**

Shipping and associated costs are the responsibility of the Retail Partner as all goods are usually "Ex Factory" unless otherwise agreed in writing at time of order.

South Drawn will notify the Retail Partner when the product is ready for collection along with package dimensions.

Packaging cost are included in the price of purchase

Some products will be partially disassembled for shipment so our lights can be securely packaged to avoid damage. Full reassembly guides will be provided.

## **Customer Communication**

Retail Partners are responsible for all customer communications pre and post production on any purchases they have made.

Any enquiries from a Retail Partners customer will be redirected back to the Retail Partner.

## **Payment**

Payment Method - Electronic bank transfer.

Account Name South Drawn Pty Ltd BSB 033-049 Bank Account 714910

Our terms are strictly 100% paid at time goods are ordered.

South Drawn will issue you a tax invoice upon confirmation of purchase..

Goods will not enter production until paid in full and funds are clear in our bank account.

South Drawn retains title to the goods until the goods are paid for in full.

Risk passes to the Customer once the goods have been dispatched.

South Drawn reserves the right to charge storage fees should the customer not be able to receive delivery.

There is a grace period of 7 days free storage.

## **Prices**

Prices exclude GST are in AUD and are Ex Factory unless noted otherwise in a specific quotation.

Prices for our products are subject to change without notice, however we will endeavour to give 30 days notice on all planned price movements.

In general all quotations are valid for 14 days.

Retail Partners have access to our Distribution Price list which will be updated from time to time.

## **Order Process**

Orders placed by our customers require confirmation of quote or purchase via online ecommerce store.

Production lead time of 6 -8 weeks commences upon receiving the purchase order with full specifications and finishes.

If we do not have the full specifications and all finishes for a given purchase order, materials ordering and production cannot proceed and delays to your delivery date will be incurred.

Production and shipment on all current purchase orders will pause if payment for any order ready to be dispatched becomes overdue.

**International GST/Duties/Fees**

All GST, duties and fees are the responsibility of the customer.

**Exclusivity**

All partnership agreements with South Drawn are Non exclusive.

South Drawn retains the right to work with customers directly in any geographic area.

Retail Partners are encouraged to nominate projects they are actively involved in, to avoid customer crossover.

**General**

We reserve the right to refuse service to any person/persons for any reason at any time.

**Copyright and terms of use**

You may not sell, resell, copy, reproduce or replicate any part of our goods or services in any form or by any means without our written consent.

Copyright infringements may result in legal action.

**Intellectual Property**

All product, images and associated material are the intellectual property of South Drawn Pty Ltd and can not be used without the express written consent.