
· Sales Policies

Below is a range of Sales policies to match our unique direct distribution model. These are designed for efficiency and simplicity, in order to keep your cost as low as possible. We do not allow for exceptions to these policies and sincerely appreciate your understanding.

· GENERAL TERMS AND CONDITIONS

1.1. These Terms and Conditions (Terms) govern all agreements between the Customer and Studio Tsukuru Pty Ltd (Studio Tsukuru) for the supply of Goods and Services including but not limited to the sale of timber products and associated services. This encompasses all quotes, orders, contracts, and any amendments thereto.

1.2. By accepting a Quote or placing an Order, the Customer acknowledges and agrees to be bound by these Terms.

1.3. These Terms are intended to comply with relevant Victorian and Australian laws including but not limited to the Australian Consumer Law (ACL) and the Building and Construction Industry Security of Payment Act 2002 (Vic) (SOPA), where applicable to the Goods and Services provided.

1.4. Any variations to these Terms or any agreement to waive a part of them will only be valid if they are put in writing and signed by both parties.

1.5. Studio Tsukuru may update or change details in a Quote or Order Form by giving written notice to the Customer. Once notified, the updated details will replace any previous information related to the transaction.

· QUOTES

The parties acknowledge and agree that:

2.1. Studio Tsukuru may provide the Customer with a Quote and the Quote issued by Studio Tsukuru will remain valid for the time specified in the Quote, or if no time is specified, for 30 days from the date it was issued.

2.2. Quotes are prepared based on the cost of materials available at the time of preparation and assume that the Customer will provide Studio Tsukuru with reasonable timely access and clear instructions as required.

2.3. After the Customer's receipt of a Quote, Studio Tsukuru is not obligated to begin work or deliver Goods or Services until the Customer has accepted the Quote by completing and returning the Acceptance Slip along with the deposit specified in the Quote.

2.4. Studio Tsukuru reserves the right to adjust any Quote or Order Form before the Order is finalised to account for changes in the cost of completing the Order. The Customer will be notified of any changes as soon as possible, and the updated Quote or Order Form will replace the previous version for the purposes of these Terms.

2.5. Any time frame provided in a Quote or Order Form for the delivery of Goods or Services is an estimate only and not a guaranteed deadline. Subject to obligations under the Australian Consumer Law regarding consumer guarantees, this time frame is not binding on Studio Tsukuru.

· VARIATIONS

The parties acknowledge and agree that:

3.1. The Customer may request changes to their Order by submitting a written request to Studio Tsukuru by no later than 10 business days prior to the scheduled delivery.

3.2. Upon receipt of the Customer's variation request in writing, Studio Tsukuru must respond to the Customer as to the viability of the requested variation and any variation will only take effect if it is agreed to in writing by Studio Tsukuru.

3.3. If the Customer requests changes after a Quote or Order Form has been prepared:

3.3.1. Studio Tsukuru reserves the right to adjust the Quote or Order Form to include any additional costs or work required as a result of the variation;

3.3.2. These additional costs will be calculated based on Studio Tsukuru's current charge rates;

3.3.3. A revised Quote or Order Form issued by Studio Tsukuru will replace the original Quote or Order Form; and

3.3.4. If the revised Quote or Order Form only covers additional work, it will be treated as an addition to the most recent Quote or Order Form for the Goods and/or Services.

3.4. Studio Tsukuru will be automatically entitled to an extension of time to deliver the Goods or Services, equal to the delay caused by the Customer's requested variation.

· INVOICING AND PAYMENT

4.1. Studio Tsukuru may, at its sole discretion, issue an invoice to the Customer in any of the following ways:

4.1.1. Upon acceptance of the Quote or issuance of the Order Form, requiring a deposit equal to 50% of the quoted price;

4.1.2. After a site inspection pursuant to clause 6.2 even if the site inspection has taken place after Studio Tsukuru providing a Quote or Order Form to the Customer;

4.1.3. Before delivering the Goods or starting the Services, for an amount equal to the quoted price and any Additional Charges (or the remaining balance if a deposit has already been paid);

4.1.4. After completing the Goods or Services, or at any time thereafter, for an amount equal to the quoted price, any outstanding balance, Additional Charges, or any amount not previously invoiced;

4.1.5. If no Quote or Order Form was provided, the invoice will reflect Studio Tsukuru's charges for:
(a) the Goods and/or Services;
(b) any other works completed; and
(c) any Additional Charges.

4.2. The Customer must pay any invoice issued by Studio Tsukuru within the time specified on the invoice, or if no time is specified, within 14 days of the invoice date.

4.3. If an invoice remains unpaid, Studio Tsukuru may withhold delivery of Goods or the provision of further Services until all overdue amounts are paid in full and final.

4.4. Studio Tsukuru may, at its discretion, allocate any payment received from the Customer to any outstanding amount owed by the Customer.

4.5. The Customer is not permitted to withhold payment owed to Studio Tsukuru, even in the event of a default or alleged default by Studio Tsukuru under these Terms. This includes (but is not limited to) claims of faulty or defective Goods, Services provided to an unsatisfactory standard, or delays in delivery. This clause does not affect the Customer's rights under the Australian Consumer Law for any alleged failure of a guarantee.

4.6. The Customer must pay interest on any overdue amounts at the rate set by the Attorney General under the Penalty Interest Rates Act 1983 (Vic), plus an additional 2% per annum being calculated daily.

4.7. Any costs or expenses incurred by Studio Tsukuru in recovering overdue amounts including but not limited to legal fees and internal costs must be paid by the Customer as a debt under these Terms.

4.8. Both the Customer and Studio Tsukuru agree to comply with their obligations regarding Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other applicable GST legislation.

4.9. Where Studio Tsukuru is providing goods and services to a head contractor as a subcontractor, or to the owner of a commercial building directly, Studio Tsukuru may issue payment claims under the Building and Construction Industry Security of Payment Act 2002 (Vic) (SOPA) to ensure receipt of payment within 10 business days.

· CANCELLATION

5.1. Subject to clauses 5.2 and 5.3, the Customer may cancel an Order by providing a notice of cancellation in writing to Studio Tsukuru 10 business days prior to the scheduled delivery.

5.2. Any notice of cancellation provided by the Customer to Studio Tsukuru will take effect on the next Business Day after the notice is received.

5.3. Notwithstanding clause 5.1, any cancellation by the Customer will not be accepted once delivery has been made or if an order has already been placed with Studio Tsukuru's suppliers.

5.4. Where the Customer's notice of cancellation has been accepted by Studio Tsukuru or if Studio Tsukuru terminates the Order or these Terms pursuant to clause 12, the Customer agrees to:

5.4.1. pay the quoted amount along with any Additional Charges for all machined Goods or timber that has been cut to size or processed in any way prior to the cancellation being effectuated; and

5.4.2. forfeit any Deposit paid by the Customer to Studio Tsukuru without prejudice to any other rights Studio Tsukuru may have against the Customer under these Terms or applicable laws.

· ADDITIONAL CHARGES AND SET-UP FEE

The parties agree that:

6.1. As part of its Services, Studio Tsukuru may charge Customers a nonrefundable set-up fee to process an Order upon which the fee amount will be disclosed in the Quote or Order Form.

6.2. All Quotes are subject to a site inspection. If a site visit after providing a Quote or Order Form reveals additional work or costs associated with the Order or delivery, Studio Tsukuru may require the Customer to pay Additional Charges.

6.3. Studio Tsukuru also reserves the right to apply Additional Charges in the following circumstances:

6.3.1. Where any additional costs are incurred as a result of:

(a) Studio Tsukuru's reliance on incorrect, incomplete or inadequate information or materials provided by the Customer; or

(b) the Customer's failure to supply required information or materials within the timeframe specified by Studio Tsukuru thereby preventing Studio Tsukuru from delivering the Goods or Services with the agreed schedule.

6.3.2. If the Customer cancels an Order and the cancellation results in a loss to Studio Tsukuru;

6.3.3. For storage costs where Goods are not delivered or collected on the agreed date due to any act, omission or default of the Customer ;

6.3.4. For any Government or council taxes, duties and/or charges;

6.3.5. For additional work(s) requested by the Customer;

6.3.6. For any other situation where Studio Tsukuru incurs any extra costs in connection with the Customer's Order beyond the originally quoted amount due to changes requested by the Customer, delays, unforeseen circumstances, or any other reason related to fulfilling the Order.

6.4. When Additional Charges are applicable, Studio Tsukuru will provide reasonable documentation of these Additional Charges upon request.

· DELIVERY

The parties acknowledge and agree that:

7.1. The scheduled dispatch date provided by Studio Tsukuru is an estimate only and will be confirmed upon receipt of the Acceptance Slip and Deposit.

7.2. Studio Tsukuru will make every effort to dispatch the Goods on or before the estimated dispatch date but will not be held responsible for delays caused by circumstances beyond its reasonable control.

7.3. Delivery is considered to have occurred:

7.3.1. When the Goods are delivered to the designated site specified in the Quote or Order Form; or

7.3.2. If the Customer collects the Goods, or arranges for an agent or third party to collect them, delivery is considered to have occurred when the Goods are handed over to the Customer, agent, or third party.

7.4. Delivery of Goods will be made to the kerbside at the Customer's designated delivery address or the site in the following manner:

7.4.1. Studio Tsukuru's responsibility for delivery shall be limited to placing the Goods at the kerb or nearest accessible point for the delivery vehicle.

7.4.2. The Customer shall be solely responsible for moving the Goods from the kerbside to the desired location within the premises.

7.4.3. Studio Tsukuru shall not be liable for any loss, damage or delay arising from the Customer's failure to promptly collect or relocate the Goods after kerbside delivery.

7.5. It is the Customer's responsibility to provide clear signage and directions to assist Studio Tsukuru's carrier/agent in completing the delivery.

7.6. On-Site Delivery

7.6.1. Any request for delivery of goods beyond the kerbside or into the Customer's site or premises (hereinafter referred to as "On-Site Delivery") shall be at the sole and absolute discretion of Studio Tsukuru, its carriers, or agents. Studio Tsukuru reserves the right to refuse On-Site Delivery at any time without providing reasons.

7.6.2. Should Studio Tsukuru, in its sole discretion, agree to undertake On-Site Delivery, such service may incur additional charges,

which shall be payable by the Customer in accordance with Studio Tsukuru's standard terms of trade or as otherwise agreed in writing. The Customer acknowledges and agrees that On-Site Delivery carries inherent risks, including but not limited to, risks of damage to property, personal injury, or death. By requesting or permitting On-Site Delivery, the Customer expressly assumes all such risks and acknowledges that Studio Tsukuru, its officers, employees, agents, and contractors are entering the premises at the Customer's express invitation and risk.

7.6.3. To the fullest extent permitted by law, Studio Tsukuru, its officers, employees, agents, and contractors shall not be liable for any loss, damage, injury, death, or expense (whether direct, indirect, consequential, or otherwise, and including economic loss, loss of profits, or special damages) howsoever arising, including from negligence, in connection with or as a result of any On-Site Delivery, or entry onto the Customer's premises. This exclusion of liability applies to any damage to the Customer's property, the property of third parties, or any personal injury or death sustained by the Customer, its employees, agents, contractors, or any other person present on the premises during On-Site Delivery.

7.6.4. The Customer shall indemnify and keep indemnified Studio Tsukuru, its officers, employees, agents, and contractors (each an "Indemnified Party") from and against any and all losses, damages, costs, expenses, claims, demands, actions, proceedings, and liabilities of whatsoever nature (including legal costs on a full indemnity basis) suffered or incurred by any Indemnified Party arising out of or in connection with:

(a) Any On-Site Delivery;

(b) Any entry onto the Customer's premises by Studio Tsukuru, its carriers, or agents;

(c) Any breach by the Customer of its obligations under this clause; or

(d) Any act or omission, whether negligent or otherwise, by the Customer, its employees, agents, or contractors, including, without limitation, any claims for personal injury, death, property damage, or economic loss, howsoever caused. This indemnity shall be a continuing obligation, separate and independent from the other obligations of the Customer, and shall survive the termination or expiration of any agreement between the parties.

GOODS AND INSPECTION

8.1. Studio Tsukuru agrees to supply Goods in good order and condition in line with the applicable timber rating and quality standard specified in the Quote or Order Form.

8.2. The Customer agrees that it is the Customer's responsibility to ensure that the Goods are suitable for their intended purposes and to carefully inspect the Goods upon delivery.

8.3. The Customer further agrees and acknowledges that:

8.3.1. Studio Tsukuru will not provide exchanges, credits or refunds for change of mind or incorrect product selection by the Customer;

8.3.2. Timber products of a particular grade may naturally vary in grain, colour, hardness, density, size, features, and other characteristics;

8.3.3. All timber lengths will be supplied as quote;

8.3.4. Credit claims for incorrect quantities or quality of Goods must be submitted in writing within 7 days of delivery;

8.3.5. If the Customer does not notify Studio Tsukuru of any issues with the Goods within 7 days of delivery, the Goods will be deemed to have been accepted as delivered and in accordance with the Order subject to the Customer's rights under the Australian Consumer Law for any alleged failure of a guarantee.

8.4. The Customer further acknowledges that:

8.4.1. proper ventilation and moisture barriers are required for installation; and

8.4.2. regular maintenance according to care instructions is necessary to maintain the warranty.

8.5. If Goods are found to be defective or damaged prior to completion of delivery:

8.5.1. Studio Tsukuru may, at its discretion, refund, replace or discount the defective or damaged Goods provided that they are in their original condition as supplied; and

8.5.2. Refunds or replacements will cover material costs only and will not include labour costs.

8.6. The Customer agrees that, in the absence of any material defect, machined Goods or timber cut to size are non-refundable and cannot be returned.

RISK, TITLE AND SECURITY

The parties acknowledge and agree that:

9.1. Risk in the Goods passes to the Customer immediately upon completion of delivery.

9.2. Ownership of the Goods supplied to the Customer under these Terms does not transfer to the Customer until all amounts owed to Studio Tsukuru (including amounts owed for other transactions between Studio Tsukuru and the Customer) have been paid in full.

9.3. Where Goods are supplied without full payment of all amounts owed, the Customer:

9.3.1. Holds the Goods as a bailee until ownership passes to the Customer;

9.3.2. Irrevocably appoints Studio Tsukuru as its attorney to take any necessary actions to retain title to the Goods, including registering any security interest under applicable law;

9.3.3. Must, upon Studio Tsukuru's request, separate and clearly identify the Goods supplied by Studio Tsukuru from other goods held by the Customer;

9.3.4. Must not allow any third party to acquire a security interest in the Goods;

9.3.5. Agrees that Studio Tsukuru may repossess the Goods if payment is not made within 14 days (or any longer period approved in writing by Studio Tsukuru) of the supply of the Goods;

9.3.6. Grants Studio Tsukuru or its agent an irrevocable licence to enter the Customer's premises or site to recover the Goods and indemnifies Studio Tsukuru for any damage or injury caused during this process.

9.4. If the Customer uses the Goods to create new products (New Goods), whether by combining, mixing, or altering the Goods, then:

9.4.1. Ownership of the New Goods immediately transfers to Studio Tsukuru at the moment the Goods are converted, mixed or incorporated into other goods;

9.4.2. The Customer agrees to hold the New Goods in trust for Studio Tsukuru until all outstanding amounts are paid in full; and

9.4.3. Studio Tsukuru may require the Customer to store the New Goods in a way that clearly shows Studio Tsukuru's ownership.

9.5. Where the Customer sells or transfers the Goods, including New Goods, to a third party in the ordinary course of business prior to its payment in full to Studio Tsukuru:

9.5.1. If the Customer receives payment from the third party, the Customer must hold the proceeds of the sale (less any GST) in trust for Studio Tsukuru in a separate account until all amounts owed to Studio Tsukuru are paid in full;

9.5.2. If the Customer does not receive payment from the third party, the Customer agrees to:

(a) assign its rights to payment to Studio Tsukuru upon receiving a written notice from Studio Tsukuru; and

(b) irrevocably appoints Studio Tsukuru as its attorney to give effect to this assignment.

9.6. The Customer acknowledges that Studio Tsukuru has the right to register and perfect a personal property security interest in the Goods if payment has not been made in full.

9.7. If:

9.7.1. A Personal Property Securities (PPS) Law applies or begins to apply to these Terms or any related transaction, and Studio Tsukuru determines that this affects its security position; and/or

9.7.2. Where, in Studio Tsukuru's opinion, the PPS Law adversely affects its security position or obligations and/or provides an opportunity to improve its security position without negatively impacting the Customer,

Studio Tsukuru may issue a notice requiring the Customer to take any necessary actions (including amending these Terms or signing new Terms and Conditions) to address the situation or improve Studio Tsukuru's security position and the Customer must comply with the notice within the specified timeframe.

9.8. If, after taking all reasonable steps, Studio Tsukuru determines that its security position or obligations have been materially affected, it may issue a further notice cancelling these Terms. In such a case, the Customer must immediately pay all outstanding amounts owed to Studio Tsukuru.

· INSTALLATION

The parties acknowledge and agree that:

10.1. Studio Tsukuru does not provide any services in the nature of installation services or building works under these Terms.

10.2. Where Studio Tsukuru provides services that may constitute installation services, these Terms shall only apply to the supply of Goods and the scope of installation services will be clearly defined by a separate agreement in writing.

10.3. Where Studio Tsukuru may refer an installer to fit the supplied Goods upon the Customer's request:

10.3.1. the Customer must enter into a separate agreement with the installer for installation services; and

10.3.2. Studio Tsukuru shall not remain responsible for the performance of the agreement between the installer and Customer including but not limited to defective installation or any damages to the Goods caused by the installer or any other third party.

· ASSIGNMENT AND AGENCY

The Customer acknowledges and agrees that:

11.1. Studio Tsukuru may, at any time, appoint or engage an agent to carry out any of its obligations under these Terms; and

11.2. Studio Tsukuru reserves the right to assign or transfer to any third party all or part of its title, interest, rights, benefits, duties, or obligations under these Terms, provided that the assignee agrees to take on any duties and obligations owed by Studio Tsukuru to the Customer under these Terms.

11.3. The Customer must not assign or attempt to assign any of its rights or obligations under these Terms without the prior written consent of Studio Tsukuru.

· DEFAULT

12.1. Each of the following constitutes an event of default:

12.1.1. The Customer breaches, or is alleged to have breached these Terms including but not limited to failing to make a payment when due and does not remedy the breach within 14 days of receiving notice from Studio Tsukuru to do so;

12.1.2. The Customer, if an individual, commits an act of bankruptcy;

12.1.3. The Customer, if a corporation, is subject to:

(a) A petition being filed, an order being made, or a meeting being called to consider a resolution for the Customer to be wound up, deregistered, or dissolved;

(b) A receiver or an administrator under Part 5.3A of the Corporations Act 2001 (Cth) being appointed to all or part of the Customer's property or business;

(c) The entering into of a scheme of arrangement (other than for the purpose of restructuring) or voluntary winding up under the Part 5.5 of the Corporations Act 2001 (Cth);

(d) Any assignment for the benefit of creditors;

(e) The Customer attempts to assign its rights under these Terms without the prior written consent of Studio Tsukuru;

(f) The Customer ceases, or threatens to cease, conducting its business in the usual manner.

12.2. If an event of default occurs, and unless payment in full has already been received, Studio Tsukuru may:

12.2.1 Terminate these Terms;

12.2.3. Cancel any or all Orders and credit arrangements (if applicable) with the Customer;

12.2.4. Refuse to deliver Goods or provide further Services;

12.2.5. Repossess and re-sell any Goods delivered to the Customer under clause 9.3, where payment has not been received; or

12.2.6. Retain any money already paid by the Customer for Goods or Services.

12.3. In addition to the actions outlined in clause 12.2, if an event of default occurs, all outstanding invoices will become immediately due and payable.

· TERMINATION BY NOTICE

The parties acknowledge and agree that:

13.1. In addition to the express rights of termination provided in these Terms, either party (the "Terminating Party") may terminate these Terms by providing 14 days' written notice (the "Termination Notice") to the other party (the "Recipient Party").

13.2. Procedure for Giving Termination Notice

13.2.1. Form of Notice The Termination Notice must be in writing and clearly state the Terminating Party's intention to terminate these Terms.

13.2.2. Content of Notice

The Termination Notice must:

- (a) Clearly identify the parties to these Terms;
- (b) Reference the specific agreement or Order being terminated;
- (c) State the effective date of termination, which shall be no less than 14 days from the date the notice is deemed received by the Recipient Party; and
- (d) Be signed by an authorised representative of the Terminating Party.

13.2.3. Method of Delivery

The Termination Notice must be delivered by one of the following methods to the address, facsimile number, or email address specified in the relevant Quote or Order Form (or as updated in accordance with clause 17.2):

- (a) Personal Delivery: hand-delivered to the Recipient Party.
- (b) Mail: sent by registered post.
- (c) Facsimile Transmission: sent by facsimile transmission provided that an acknowledgment of receipt is generated by the recipient's facsimile machine.
- (d) Email: sent by email provided that a proof of delivery is presentable by the sender.

13.2.4. Deemed Receipt

A Termination Notice is deemed to have been given and received:

- (a) If delivered personally, on the date of delivery.

(b) If sent by pre-paid ordinary post, on the second Business Day after posting.

(c) If sent by registered post, on the date of delivery as recorded by the postal service.

(d) If sent by facsimile or email before 4:00 pm on a Business Day at the recipient's location, on the same day; otherwise, on the next Business Day at the recipient's location.

13.2.5. Effective Date

Termination of these Terms will take effect 14 days after the date the Termination Notice is deemed received by the Recipient Party, or such later date as specified in the Termination Notice.

· LIMITATION OF LIABILITY

The Customer acknowledges and agrees that:

14.1. The use of the Goods and Services is at the Customer's own risk. To the fullest extent permitted by law, Studio Tsukuru excludes all liability for breach of any term implied into these Terms by any law.

14.2. All information, specifications, and samples provided by Studio Tsukuru in relation to the Goods or Services are approximations only. Subject to any guarantees under the Australian Consumer Law, minor deviations or slight variations that do not substantially affect the Customer's use of the Goods or Services and will not entitle the Customer to reject the Goods upon delivery or make any claim in respect of them.

14.3. Studio Tsukuru provides no warranty in relation to the Goods and Services supplied beyond those explicitly stated in these Terms, TDS & Exterior Interior Specification or implied by law. Under no circumstances will Studio Tsukuru or its suppliers be liable to the Customer or any other party for any loss, damages, costs, expenses, or claims (including consequential damages, loss of profits, or loss of revenue) arising directly or indirectly from any defect, deficiency or discrepancy in the Goods or Services including but not limited to:

- 14.3.1. Any Goods or Services supplied to the Customer;
- 14.3.2. Any delay in the supply of Goods or Services; or
- 14.3.3. Any failure to supply the Goods or Services.

14.4. Any advice, recommendations, information, assistance or services provided by Studio Tsukuru in relation to the Goods or Services are given in good faith and are believed to be accurate, appropriate, and reliable at the time they are provided. However, such advice, recommendations, information, assistance, or services are provided without any warranty as to their accuracy, appropriateness, or reliability. Studio Tsukuru accepts no liability for any loss suffered by the Customer as a result of reliance on such advice or information.

14.5. To the maximum extent permitted by law including the Australian Consumer Law, Studio Tsukuru excludes all liability for any loss or damage whether direct, indirect, incidental, special, punitive, exemplary or consequential (including but not limited to loss of use, loss or corruption of data, loss of revenue, profit or anticipated savings, loss of opportunity, business interruption or damage to goodwill) arising out of or in connection with the supply of or failure to supply the Goods or Services, however caused and whether in contract, tort (including negligence), statute, equity or otherwise, and even if Studio Tsukuru has been advised of the possibility of such loss or damage.

14.6. Nothing in these Terms excludes, restricts or modifies any consumer guarantees, rights or remedies conferred by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement. Where liability under such non-excludable provisions may be limited Studio Tsukuru's liability is limited, at Studio Tsukuru's option, to:

14.6.1. In the case of Goods, to the replacement of the Goods or the supply of equivalent Goods, the repair of the Goods, the payment of the cost of replacing the Goods or of acquiring equivalent Goods or the payment of the cost of having the Goods repaired; and

14.6.2. In the case of Services, to the re-supply of the Services, or the payment of the cost of having the Services supplied again.

14.7. Subject to clause 14.6, the aggregate liability of Studio Tsukuru for all claims arising out of or in connection with the Goods or Services, these Terms, or any related dealings whether in contract, tort including negligence, statute, equity or otherwise is limited to the total Fees paid or payable by the Customer to Studio Tsukuru for the Goods or Services giving rise to the claim in the 12 months immediately preceding the event giving rise to the claim.

14.8. The exclusions and limitations in this clause 14 allocate risk between the parties and are reflected in the Fees and the Customer is responsible for implementing appropriate backup, security and disaster recovery measures in relation to its systems and data.

· INDEMNITY AND FORCE MAJEURE

15.1. Indemnity

15.1.1. In case of the Customer's default pursuant to clause 12, the Customer indemnifies and agrees to keep Studio Tsukuru, its employees, and agents indemnified against any claim, demand, or action made by any person (including, but not limited to, the Customer) against Studio Tsukuru, or for which Studio Tsukuru is held liable, in connection with any Loss arising from or incidental to the provision of Goods or Services, any Order, or the subject matter of these Terms. This includes but is not limited to any legal costs incurred by Studio Tsukuru in responding to or defending such claims or demands, as well as any party/party legal costs for which Studio Tsukuru is held liable.

15.1.2. This indemnity remains in effect even after the termination of these Terms.

15.2. Force Majeure

15.2.1. If circumstances beyond Studio Tsukuru's control prevent or hinder the provision of Goods or Services, Studio Tsukuru is relieved of its obligation to provide the Goods or Services for as long as those circumstances persist and Studio Tsukuru may choose to either terminate this agreement or keep the agreement in effect until such circumstances have ceased.

15.2.2. Circumstances beyond Studio Tsukuru's control include but are not limited to the unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, government decrees, proclamations or orders, transport disruptions, and failures or malfunctions of computers or other information technology systems.

DISPUTE RESOLUTION

The parties agree that:

16.1. Any dispute, controversy or claim arising out of or in connection with these Terms including any question regarding their existence, validity, interpretation of termination shall first referred to and diligently pursued through good faith negotiation between the parties.

16.2. If the dispute is not resolved through negotiation within 14 days of one party giving written notice of the dispute to the other, the parties agree to endeavour to resolve the dispute as follows.

16.2.1. If the dispute is within the ambit of the Building and Construction Industry Security Payment Act 2002 (Vic) (SOPA), the parties shall follow the dispute resolution pathway prescribed by and pursuant to SOPA.

16.2.2. If the dispute is subject to any other specific statute, the parties shall follow the dispute resolution pathway prescribed by and pursuant to that statute.

16.2.3. Otherwise, the parties shall endeavour to settle the dispute by mediation administered by the Victorian Small Business Commission (VSBC) or an alternative mediator mutually agreed upon by the parties before having recourse to arbitration or litigation.

16.3. If the dispute remains unresolved after the exhaustion of the dispute resolution pathways set out in clauses 16.1 and 16.2, either party may then commence arbitration or litigation proceedings governed by the laws of Victoria, Australia.

ADDITIONAL TERMS

17.1. Warranty

The parties acknowledge that:

17.1.1. Studio Tsukuru provides a 10-year manufacturer's limited warranty against manufacturing defects for its products, covering delamination and structural failure, as detailed in the Warranty being provided to the Customer separately from these Terms.

17.1.2. The warranty excludes natural wood characteristics and weathering, and is void if installation guidelines are not followed by the Customer and the installer.

17.2. Notice

17.2.1. Any notice or communication required or permitted to be given by one party to the other must be in writing and sent to the address specified in the relevant Quote or Order Form (or as updated in accordance with this clause).

17.2.2. Any notice may be delivered by:

(a) Personally;

(b) mail to the address of the recipient specified in the relevant Quote or Order Form,

(c) facsimile transmission to the facsimile number specified in the relevant Quote or Order Form, with acknowledgment of receipt from the recipient's facsimile machine; or

(d) email to the email address specified in the relevant Quote or Order Form, with a proof of delivery.

17.2.3. A notice or communication is deemed to have been given (unless proven otherwise):

(a) If sent by facsimile or email before 4:00 pm on a Business Day at the recipient's location, on the same day; otherwise,

(b) on the next Business Day at the recipient's location. 17.2.4. A party may change its postal address, email address, or facsimile number for service by providing written notice of the change to the other party.

17.3. Jurisdiction

These Terms are governed by the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from those courts.

17.4. Entire Agreement

These Terms, along with any Quote, Order Form or written variations agreed to in writing by Studio Tsukuru:

17.4.1. Represent the entire agreement between the parties concerning the subject matter of these Terms.

17.4.2. Supersede all prior oral and written negotiations, communications, and agreements made by or on behalf of either party.

17.5. Severance

If any provision of these Terms is or becomes void, voidable, or unenforceable, the remaining provisions will continue to have full force and effect.

17.6. Non-waiver

A party's failure or delay in exercising a power or right under these Terms does not constitute a waiver of that power or right.

DEFINITIONS

In these Terms:

Acceptance Slip means the acceptance slip attached to the Quote.

Additional Charge means: (a) Fees or charges for additional work performed at the Customer's request or reasonably required as a result of the Customer's conduct or difficulties with the delivery site, calculated in accordance with Studio Tsukuru's then-current prices; and (b) Expenses incurred by Studio Tsukuru at the Customer's request or reasonably required as a result of the Customer's conduct.

Australian Consumer Law (ACL) means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Building Act (BA) means the Building Act 1993 (Vic).
Business Day means a day that is not a Saturday, Sunday, or public holiday in the location where the Services are principally being carried out or the Goods are provided.

Customer means the person identified on a Quote or Order Form as the customer and includes the Customer's agents and permitted assigns.

Deposit means an amount of money paid by the Customer to Studio Tsukuru upon acceptance of the Quote or the issuance of the Order Form.

Domestic Building Contracts Act (DBCA) means the Domestic Building Contracts Act 1995 (Vic).

Domestic Building Work has the meaning given to it in the Domestic Building Contracts Act 1995 (Vic).

Fees means any amount of money payable by the Customer to Studio Tsukuru for its supply of Goods and/or Services to the Customer or any other party as the Customer's representative, agent or assignee regardless initial or consequential.

Goods means any products, materials, or goods supplied by Studio Tsukuru, including those supplied in the course of providing Services.

Installation Services means the services provided by Studio Tsukuru for the fitting and installation of Goods.

Loss includes, but is not limited to, costs (including, but not limited to, party-to-party legal costs and Studio Tsukuru's legal costs), expenses, lost profits, awards of damages, personal injury, and property damage.

Order means the Goods or Services described in the relevant Quote or Order Form, as varied in writing from time to time by the parties.

Order Form means the internally generated form that may be used by Studio Tsukuru to record and confirm orders taken directly from Customers.

PPS Law means: (a) The Personal Property Securities Act 2009 (Cth) (PPS Act) and any regulations made under the PPS Act (each as amended from time to time); and (b) Any amendments made to other legislation as a consequence of a PPS Law.

Quote means a written description of the Goods or Services to be provided, an estimate of Studio Tsukuru's charges for the delivery of the required Goods and/or the performance of the required work, and an estimate of the time frame for delivery or performance of the work.

Services means the services to be provided by Studio Tsukuru to the Customer in accordance with a Quote or Order Form and these Terms, including Installation Services.

SOPA means the Building and Construction Industry Security of Payment Act 2002 (Vic).

Studio Tsukuru means Studio Tsukuru Pty Ltd and includes Studio Tsukuru's agents and permitted assigns.

TDS & Exterior Interior Specification means the technical data sheet provided by Studio Tsukuru to the Customer particularising the specifications of its Goods.



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