

Terms & Conditions

APPLICATION

These Terms and Conditions (“**Conditions**”) apply to all Wholesale Buyers (“**Buyer**”), defined as any Buyer other than a Retail Buyer, who purchase products from Winton House Pty Ltd (“**Winton House**”). The Conditions do not apply to purchases made through the Winton House Website (“**Website**”).

By placing an order and accepting goods from us, you are agreeing to accept the Conditions outlined below. If you have any questions relating to our Conditions, please contact our Customer Service Team before placing an order with us.

These Conditions can change at any time without notice. It is therefore the responsibility of you, the Buyer, to check these Conditions before ordering products from Winton House in case there are any changes. If you do not agree with the Conditions outlined below, you should not place an order with us.

In the event of there being any inconsistency between these Conditions and your statutory rights the Conditions shall be void only to the extent of that inconsistency.

Winton House reserves the right to terminate an agreement with any Buyer by denying supply of goods to the Buyer immediately and without notice if the Buyer breaches any of the Conditions.

INDEMNITY

The Buyer, agrees to fully indemnify, defend and hold Winton House, and our officers, directors, employees, agents and suppliers, harmless, from and against all claims, liability, damages, losses including consequential losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by the Buyer or any other liabilities arising from the purchase and resale of our products by the Buyer.

OPENING & MAINTAINING AN ACCOUNT

To purchase products through Winton House the Buyer must open and maintain an account with us.

To open an account the Buyer must apply in writing to Winton House at sales@wintonhouse.com.au. The written request, must, as a minimum, contain:

- Name of your business;
- Australian Business Number (ABN) and/or Australian Company Number (ACN);
- Registered business address;
- Physical and postal business address;
- Telephone number;
- Email address; and
- Brief description of your business.

Winton House will advise you in writing within five (5) business days following receipt of your written application whether your request has been approved. Winton House reserves the right to reject an application without cause or liability.

Winton House accounts are reviewed annually at the beginning of each calendar year and are subject to closure if there has been no activity for a period of twelve (12) months.

Winton House reserves the right to close an account at any time without cause or liability.

PRICING

Winton House maintains a number of different product pricing structures. At the time you make an application to open an account with Winton House we will assign you a pricing structure that reflects your current business model (i.e. retail stockist, interior design consultant, ecommerce, etc.).

If your business structure changes for any reason you are required to notify Winton House in writing at sales@wintonhouse.com.au within five (5) business days of such a change. Winton House will review your new business structure and, if appropriate, adjust your pricing structure.

Any change to your pricing structure will be provided in writing by Winton House within five (5) business days following receipt of your initial notification.

Winton House publishes a Recommended Retail Price (RRP) for all of the brands Winton House represent in Australia. Winton House strongly encourages you to use the RRP within your business and in any promotional and advertising activities. Failure to use the RRP de-values the brands Winton House represents within the Australian market.

Winton House reserves the right to adjust its pricing at any time without notice.

ORDERING

The Buyer must place its order with Winton House in writing, preferably on an official purchase order, that should be sent to sales@wintonhouse.com.au. At a minimum, the purchase order should provide your business name, address and contact details, the purchase order number, the product code, the name of the product and the quantity required for each product being ordered along with the nominated delivery address and method of payment.

When placing an order, the Buyer warrants that any and all information given is accurate and complete. All orders are subject to acceptance and product availability.

Winton House will confirm your order by sending you a confirmation email that will include an invoice. This confirmation email will be sent to the email address given in your purchase order and will detail products ordered, payment method and cost (including GST and shipping).

The Buyer must check all the details on the confirmation email are correct and contact Winton House as soon as possible if any details are incorrect.

If your order has not been accepted, you will receive an explanatory email from Winton House detailing the reasons why.

PAYMENT

Payment for the products must be made prior to delivery and the products will not be dispatched

until payment in full has been received by Winton House.

Winton House accepts the following payment methods:

- Visa;
- Mastercard; or
- Electronic Funds Transfer (EFT)

All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to Winton House, we will not be liable for any delay or non-delivery of your order.

Buyers making payment via EFT are advised that our bank account details are provided on your invoice.

Winton House may, at its sole discretion, agree in writing with Buyer to allow payment to be made after delivery of the products. If the Buyer does not pay any amount owing to Winton House under these Conditions on or before the date that it falls due then:

- All monies that Buyer owes to Winton House on any amount becomes immediately due and payable despite any previously agreed credit conditions;
- Winton House may suspend or cancel the delivery of any outstanding orders or products;
- The Buyer must pay on demand interest on any outstanding amount, commencing on the day after the due date for payment and ending on the date when payment is received by Winton House. The interest rate will be calculated by adding two (2) points to the rate applicable to the ninety (90) day bank bills as specified by the Reserve Bank of Australia on each day that the payment is due;
- The Buyer must pay Winton House on demand all collection charges, including without limitation, all debt collectors charges and all solicitor's charges incurred by Winton House in collecting the outstanding amount from Buyer.

RETENTION OF TITLE

Winton House reserves the following rights in relation to the products until all accounts owed by the Buyer to Winton House are fully paid:

- Ownership of the products;
- To enter the Buyer's premises (or the premises of any associated company or agent where the products are located) without liability for trespass or any resulting damage and retake possession of the products; and
- Subject to, and in accordance with, the Personal Property Securities Act 2009, to keep or resell any products repossessed pursuant to these Conditions.

DELIVERY & INSPECTION

Winton House will use its best endeavours to comply with Buyer's requests in terms of time frame for delivery. Any date accepted by Winton House for delivery of products is an estimate and does not constitute a condition under these Conditions.

All items will be shipped via our designated courier and will need to be signed for by the Buyer or the Buyer's designated representative. Delivery is deemed to be effective when the delivery company receives a signed receipt or delivery docket confirming that the goods were received. If the packaging is damaged, please do not sign the delivery docket and contact our Customer Service Team immediately.

If the delivery is attempted to the Buyers address and no one is able to sign for it, then the delivery company will transfer it to a nearby depot and leave a card with a number to call to arrange a re-delivery.

If the Buyer prefers for the parcel(s) to be left at the Buyer's delivery address in their absence, please email sales@wintonhouse.com.au to confirm your order number and include in the body of your message "**Authority to Leave**" including any other special delivery notes. Unfortunately, Winton House cannot guarantee that the person making the delivery will specifically follow the location instructions.

It is important to consider that if the Buyer gives Winton House authority to leave the consignment in the Buyer's absence then Winton House can no longer guarantee that the Buyer will receive its consignment, nor the other factors that can affect the parcel(s) whilst they are sitting unattended – like rain, dirt, damage,

theft etc. In this situation, Winton House can only guarantee delivery and quality up to the point that the track and trace tells Winton House the goods were left for the Buyer.

Upon delivery of the products to the Buyer, Buyer must conduct a thorough examination of the products and within five (5) business days of such delivery, the Buyer must either:

- Advise Winton House in writing that the Buyer is of the reasonable opinion that the incorrect products have been shipped or that the products are in some other way faulty or defective. The Buyer's written advice should include the reasons and sufficient substantiation for rejection. In such event, Winton House will respond to the Buyer's request in accordance with the provisions of these Conditions; or
- Accept the products without further notice.

Title to the products free from encumbrances passes to the Buyer upon delivery of the products to the Buyer.

Winton House may, from time to time, enter into an agreement where the Buyer is responsible for organising the pick-up and delivery of the product to their client using the Buyer's designated courier. In these circumstances:

- The Buyer is responsible for delivery of the products to their client in perfect condition; and
- Title to the products free from encumbrances passes to the Buyer upon pickup of the products from Winton House.

EXCHANGE PROCEDURE

Winton House will be happy to honour our obligations under the Australian Consumer Law for any products that are damaged or incorrectly shipped through any circumstance that are the error of Winton House.

MANUFACTURING VARIATIONS (Dash & Albert products only)

The Dash & Albert rugs are individually handmade and hand woven items and as such they are subject to the following variations, which are not considered faults or defects:

- Size - being a handmade product, the size can vary by +/-3% from the size ordered;

- Colour - the products are made primarily from natural and undyed fibres. Every effort is made to ensure there is minimal colour variation however some variation can be expected;
- Fading - placing rugs in direct and continuous sunlight will cause them to fade. Charcoal colour products will fade in natural light and/or sunlight. Some colour may transfer on light coloured surfaces. Rotate your rug to minimize damage caused by natural light;
- Design & Construction - minor variations may be evident, which is due to the fact that the product is a handmade item including line/weave thickness;
- Shading - due to changes in pile and weave direction shading may occur and is a natural characteristic of carpets and rugs;
- Shedding - this can occur in handmade rugs that are made from all natural fibres. Natural fibre rugs will initially shed loose fibres, this is a normal process. The removal of any loose fibres will be hastened by regular vacuuming using a good quality upright vacuum cleaner;
- Pilling - this can occur due to traffic, moving of furniture, vacuuming or other mechanical agitation. This can be trimmed with scissors;
- Pop ups - due to the type of weaving, there will be short fibres popping up while the rug settles. This can be trimmed or pushed through.

WARRANTY

Winton House warrants that all its products are free from defects in materials and workmanship at the time they ship from its warehouse facility.

Any improper or negligent use or neglect will void this Warranty. The Warranty applies to household residential use of our products only and not to any commercial, contract, rental, trade, institutional or other non-residential use.

If a retail customer returns a product (excluding Dash & Albert rugs) to the Buyer which they deem to be defective, the Buyer may only claim through Winton House if the product is deemed defective in either materials or workmanship. Winton House will only review defects in either materials or workmanship when the retail

customer returns the product to the Buyer within fourteen (14) days of the purchase date.

For Dash & Albert rug products Winton House will repair or replace any product if it is defective in either materials or workmanship provided the rug was used by the retail customer for normal household purposes and maintained by the retail customer in accordance with the care instructions.

To make a claim under this Warranty, the Buyer must advise Winton House in writing and provide the following evidence to support the Buyer's claim:

- The invoice number and date of purchase;
- A top shot of the product; and
- At least three close-up images of the defect.

For the avoidance of doubt, a Dash & Albert product is not considered defective if there is a Manufacturing Variation as defined by the preceding clause.

Once a claim under this Warranty has been initiated in writing and the required supporting evidence forwarded to Winton House, Winton House will review this information and provide advice on the validity of the Warranty claim in writing within ten (10) business days.

Subject to the above and subject to any condition, Warranty or Right implied by, or any statutory consumer guarantee contained in, any law (including the Competition and Consumer Act 2010) which cannot by law be excluded by agreement:

- We give no Warranties if any expressly set out in these Conditions; and
- All implied Conditions, Warranties and Rights are excluded.

The following only applies if you are located in Australia and deemed a "Consumer" under the Australian Consumer Law (ACL) and may not apply in your particular case. Our products come with guarantees that cannot be excluded under the ACL.

The Buyer is entitled to a replacement or credit note against future purchases for a major failure in either materials or workmanship. The Buyer is also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

By stating these rights, Winton House do not vary or extend the remedies otherwise available to the Buyer.

This policy does not apply to products purchased from the Winton House website. If you have purchased a product from the Winton House website please contact a member of our Customer Service Team if you wish to initiate a Warranty claim.

RETURNS & REFUNDS

Winton House does not accept “Buyer’s Remorse” or “Buyer’s Change of Mind” for any products purchased from us.

Winton House may, on a case by case basis and solely at its discretion, agree to exchange a product, accept a return and provide a refund for a product purchased through Winton House. Such agreement will only occur once it has been confirmed in writing by Winton House.

All returned products must be returned in unused condition with all their original packaging. Shipping will not be reimbursed and the return shipping will be at your expense.

For Dash & Albert rugs, these should be rolled up with the back facing outward on its shortest side and placed inside the Dash & Albert protective plastic sleeve and tightly secured. The product must be wrapped and secured in a manner that provides adequate protection during the return shipment. You are responsible for ensuring that the package can be tracked and traced during its transit to our business address.

Upon receipt of the returned product a representative from Winton House will inspect the product to ensure that it has been returned in perfect condition complete with its protective plastic sleeve. We will advise you in writing via email within five (5) business days following receipt of the goods that the product has been returned in the required condition.

The Buyer is advised that title for the products remains vested with the Buyer until it is returned, inspected and accepted by Winton House. If the product is not returned in perfect condition or is lost or damaged during its transit to the Winton House business address then Winton House is under no obligation to accept

return of the product or provide a refund, credit note or a product exchange.

Winton House will not accept any returns of Special Order products (i.e. non stocked Australian products) and sale items purchased by the Buyer.

Winton House reserve the right to impose a restocking fee of 20% of the original price of the product for any returned products.

LIABILITY

Winton House does not accept liability (except as set out below) for any errors and omissions and reserves the right to change information, prices, specifications and descriptions of listed goods, products and services.

The products sold by Winton House are provided for private domestic and consumer use only. Accordingly, Winton House does not accept liability for any direct loss, indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to property and/or loss from claims of third parties arising from the purchase and resale of any products from Winton House except to the extent of any liability at law.

We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

Winton House will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for:

- Any economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
- Any loss of goodwill or reputation; or
- Any special or indirect losses suffered or incurred by that party arising out of or in

connection with the provisions of any matter

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

BUYER'S OBLIGATIONS

Under these Conditions, the Buyer:

- Acknowledge that Winton House is not the manufacturer of the products and agree that the Buyer will not hold Winton House out as the manufacturer of the products;
- Agrees to comply with all rules, regulations, directions and legal requirements associated with the Buyer's use or re-sale of the products;
- Will ensure that any labels, leaflets, guides or other instructions or manufacturer's recommendations delivered with the products are included with the products upon their subsequent sale by the Buyer;
- Will not make any false, misleading, deceptive or mis-descriptive representations or statements in respect of the products to any person;
- Will be responsible for any additional costs associated with the provision of Warranties that are of a higher level than those available under these Conditions; and
- Agrees to notify Winton House in writing of any change of ownership of the Buyer within seven (7) days of such change and indemnify Winton House against any loss or damage incurred as a result of the Buyer's failure to notify Winton House.

If the Buyer breaches the Conditions, or becomes insolvent or bankrupt, enters into administration, enters into a deed of arrangement or composition with its creditors, is subject to an order for the Buyer's winding up or dissolution, have a receiver or administrator or similar official appointed over any of the Buyer's assets or undertakings, or threaten not to pay any money due to Winton House under these Conditions, all amounts paid by the Buyer to Winton House will be retained by Winton House without prejudice to the Buyers obligations under the Conditions and without prejudice to Winton House's rights to any other available remedy.

DISPUTE RESOLUTION

In the event of a dispute between Winton House and the Buyer (Collectively "**Parties**") regarding these Conditions ("**Dispute**"), the Parties both agree:

- Not to commence mediation or court proceedings in respect of the Dispute unless the Parties have complied with this clause; and
- The Parties must act reasonably and exercise the utmost good faith whilst endeavoring to negotiate a just and equitable resolution to the Dispute during the period of fourteen (14) days after one party notifies the other of a Dispute ("**Initial Period**").

If the Dispute cannot be resolved prior to the expiry of the Initial Period, the Dispute must be referred for mediation, by the Parties, to a mediator agreed on by both Parties. If the Parties are unable to agree on a mediator within fourteen (14) days after the end of the Initial Period, a mediator nominated by the then President of the Law Society of New South Wales will be appointed.

The Parties agree to exercise the utmost good faith whilst endeavoring to negotiate a resolution to the Dispute during a period of two (2) calendar months from the date of appointment of the mediator (the "**Mediation Period**").

The role of any mediator is to assist in negotiating a resolution of the Dispute and any mediator may make recommendations to both Parties. Unless the Parties both specifically agree in writing, the mediator cannot determine the Dispute and cannot make any decision that leads to a binding agreement between the Parties.

Any information or documents disclosed by the Parties under this Dispute Resolution clause must be kept confidential by the other party and may not be used by the other Party for any reason except to attempt to resolve the Dispute.

The Parties agree to bear their own costs of complying with the Dispute Resolution clause of these Conditions. The Parties also agree to bear equally the costs of any mediator engaged to resolve the Dispute.

If after the Mediation Period, the Parties have not reached a resolution and both the Parties have complied with this Dispute Resolution clause, either Party may terminate the Dispute Resolution process by giving notice in writing to the other Party. The Parties may then seek any other remedies available to them.

If either Party breaches any part of the Dispute Resolution clause then the other Party need not comply with the Dispute Resolution provisions in relation to that Dispute.

PRIVACY

The Parties agree to comply with the privacy laws of Australia with respect to all personal information collected or disclosed during the performance of their respective obligations under these Conditions.

COPYRIGHT

All rights, including copyright, in the content of the wintonhouse.com.au web pages, together with all product information that is provided to Winton House by our suppliers or has been developed by Winton House including, but not limited to, product brochures, product images, marketing and promotional artifacts, etc are owned or controlled by Winton House.

Upon request from the Buyer, Winton House will provide the Buyer with product information suitable for use in marketing and promoting the products for re-sale by the Buyer. All reasonable requests will be agreed directly with the Buyer and confirmed in writing by Winton House.

We reserve the right to ask that any Winton House owned or controlled content be removed from the Buyer's website, social media, or any other marketing and promotional content without question or delay if its use is contrary to Winton House's philosophy. Otherwise, you may not copy, broadcast, transmit, show or play in public, adapt or change in any way Winton House content for any other purpose whatsoever without the prior written permission of Winton House.

WAIVER

No waiver by us shall be construed as a waiver

of any proceeding or succeeding breach of any provision.

SURVIVAL

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

ENTIRE AGREEMENT

The Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both Parties. In this way, we can avoid any problems surrounding what Winton House and you, the Buyer are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation.

Your Statutory Rights are not affected by these Conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

LAW

The Conditions shall be governed by and construed in accordance with the laws of the State of New South Wales and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

CONTACT US

The Buyer can contact Winton House directly with any questions about your order on +61 2 4861 3389 or at sales@wintonhouse.com.au.