

DeRUCCI TERMS & CONDITIONS

Thank you for choosing a DeRUCCI product. We do appreciate your time to review terms and conditions below. Your purchase of products from us constitutes your agreement to follow these Terms and Conditions and to be bound by these terms and our privacy policy. These terms and conditions and any contract including them is governed by the law of the state in which the DeRUCCI accepts the buyer(s)/customer(s) order and thus both submit to the jurisdiction of the courts of that state. We, DeRUCCI and similar expressions, refer to De Rucci International Pty Ltd (ABN 86 149 967 251). You, and similar expressions, refer to you, DeRUCCI customer or prospective customer.

QUOTATION

We do not consider a quotation as an obligation to sell but only an invitation to buy. Therefore, no contractual relationship between the buyer(s)/customer(s) and DeRUCCI exists until DeRUCCI accepts the buyer(s)/customer(s) order in writing and/or accepts a deposit / payment to proceed to supply the products. The delivery fee in the quotation is a reference only and will be confirmed at time of actual order. We do not hold stock for the customer(s) by quotations, thus stock of the items in quotation is guaranteed only when a deposit received.

ORDERING

Written purchase and/or deposit is confirmation of your order and bound to DeRUCCI Terms and Conditions. All references to \$ and dollars are to Australian currency. Where applicable, prices are inclusive of GST. Payments through Visa, MasterCard, American Express and UnionPay. American Express payments incur a 1.75% surcharge (excl. GST), UnionPay payments incur a 1.76% surcharge (incl. GST). Direct deposit is accepted.

When a deposit received, a contract has been entered and DeRUCCI has the right to retain all or part of the deposit if the buyer(s)/customer(s) cancels the order. Depending on time spent on the transaction and work involved, situation may vary, to compensate DeRUCCI for the costs incurred.

DeRUCCI reserves the right to cancel an order, retain the deposit received and resell the items if the buyer(s)/customer(s) breaches the terms and conditions of this agreement. All goods remain the property of DeRUCCI until they are fully paid.

REFUNDS, CANCELLATIONS AND CHANGE OF MIND POLICY

DeRUCCI does not cancel or refunds orders if the buyer(s)/customer(s) simply changes his/her mind unless DeRUCCI chooses to do so at its absolute discretion. If DeRUCCI does accept such cancellation, the buyer(s)/customer(s) must pay 30% cancellation fee to the company, which, in DeRUCCI's reasonable view, reflects the loss that DeRUCCI will suffer as a consequence of the cancellation (including but not limited to storage fees and any mark down). DeRUCCI shall set off this amount against any money already paid to DeRUCCI by the buyer(s)/customer(s) for this product and refund the balance. For any cancellation charges, the buyer(s)/customer(s) must pay such amounts to DeRUCCI within 7 days of DeRUCCI's request to pay.

Special orders of products which are made for individual buyer(s)/customer(s) specifications, including custom-made furniture products or custom-made fabric products, cannot be cancelled or returned due to change of mind unless the product is proved to be faulty.

WARRANTY & LIMITED GUARANTEE

DeRUCCI shall pass on any warranty provided by a manufacturer to its buyer(s)/customer(s) ("Warranty") for its products that have been purchased in Australia. The benefits provided in such Warranty are in addition to other rights and remedies of a consumer under the Australian Competition and Consumer Act 2010 ("Australian Consumer Law"), and any other laws in relation to the products to which the Warranty relates. The Warranty period is as specified by the manufacturer. The Warranty covers the replacement or repair of any product that has a manufacturing or material defect that is not the result of normal wear and tear, or a natural characteristic of the material used. The Warranty is not transferable and does not cover products used for commercial purposes.

DeRUCCI offers to repair or replace any products with a manufacturing or structural default for up to 1 month to 10 years from the date of purchase, depending on the product item. It must be provided that the default is not due to regular wear and tear or human factors.

DeRUCCI Guarantee Schedule

Product	Product Guarantee	What's covered?
Mattresses	10 Years Full Replacement Guarantee	Material defects due to faulty workmanship or materials which cause a visible indentation in the DeRUCCI material of more than 5cm when placed on a flat surface.
Bed Frames	5 Years for the frame structure 1 Year for the Fabric Cover	Material defects due to faulty workmanship or materials
Slat Base	5 Years - Standard Slat Base 1 Year - Electric Motor slat base	Material defects due to faulty workmanship or materials
Pillows, textile, bed linen, quilt covers	No warranty	Material defects due to faulty workmanship or materials

Sofa	10 Years – Structure 1 Year – Fabric/Leather Cover	Material defects due to faulty workmanship or materials
Dining set (Dining table and Chairs)	1 Year	Material defects due to faulty workmanship or materials
Coffee table, TV unit and Side table	1 Year	Material defects due to faulty workmanship or materials
Massage Chair	3 Years Limited Warranty 1 st Year: All parts and in-home labour warranty 2 nd & 3 rd Year: Warranty will only cover the cost of parts.	Material defects due to faulty workmanship or materials

- The DeRUCCI Guarantee provides cover from the date of purchase of the original product. It is NOT renewed on the provision of a repaired or replaced product.
- All floor-stock items are purchased in "as is" state of condition. Some floor-stock items may warrant a discount, these items are non-refundable and are sold in "as is" state of condition. It is the responsibility of the buyer/customer to inspect their items prior to purchase. Any damage incurred from the transportation and/or in-home use of floor-stock items is not under warranty policy. Floor stock warranty solely covers the structure of the product, not including the general 'wear and tear' of fabric, leather, painted or veneer surfaces.

The Warranty is not applied to:

- Repairs to a product are made or attempted by a service provider other than those approved by the manufacturer or DeRUCCI.
- The product has not been used or maintained in accordance with the manufacturer's instructions as provided with the product.
- The customer uses the product in an abnormal manner, for example, if the product is abused, misused, dropped, crushed, impacted with any hard surface, exposed to extreme heat (including fire) or cold, not maintained properly or used after partial failure.
- The product has been modified, incorrectly adjusted or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories.
- The product is tampered with in any way.
- The buyer(s)/customer(s) cannot supply any relevant and sufficient information to prove the purchase from DeRUCCI.

Consumer Guarantees

Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. To the extent that they are compatible with the consumer laws in Australia, the exclusions and provisos that apply to the DeRUCCI Warranty apply to the consumer guarantees.

Exclusion of implied warranties:

Subject to the above, to the full extent permitted by law, all warranties, conditions and other terms expressed or implied by statute, custom or common law are excluded. Nothing contained in these terms and conditions excludes or restricts any consumer guarantee, warranty, condition, right or remedy implied by any statute (including the Australian Consumer Law) which cannot be excluded, provided that, to the extent that the statute permits, DeRUCCI is entitled to limit its liability as set out above for a breach of a guarantee, condition or a warranty implied by that statute.

INSPECTION OF PRODUCTS AND CLAIMS

Buyer(s)/customer(s) must inspect the products when accepts the delivery and buyer(s)/customer(s) will be required to note any damage on the delivery documentation which is presented upon delivery.

In other cases, to make a claim, buyer(s)/customer(s) must notify DeRUCCI in writing of any damage to the products or shortages in delivery within 24 hours of delivery from DeRUCCI by sending an email to customer.service@deruucci.com or contacting their local retail shop. The notice must contain the order number, delivery date and reasonable details of the non-conformity. If the notice does not contain these details, it is deemed that buyer(s)/customer(s) has accepted those products. DeRUCCI is not liable for any claim of loss, damage or fault to the products that you do not notify strictly in accordance with these Terms.

Non-conformity of any part of the ordered products does not entitle buyers/customers to reject all of the ordered Products.

VARIATIONS AND SPECIFICATIONS

The purchased product may exhibit different characteristics to the sample in the DeRUCCI showroom or images on the DeRUCCI website. As such, colours displayed should be considered a guide rather than an accurate representation of the actual finish.

Please note that soft furniture may vary in appearance and characteristics such as creasing and the degree of softness. Colour swatches and samples are an approximate guide only as leather and fabrics vary in colour and texture. Leather will exhibit scars, marks and areas of

differing density and shade which are evidence of being produced from genuine natural materials.

Don't place the fabric directly under sunlight or near heaters as they can fade and damage the fabric. Vacuum the products regularly with a soft upholstery attachment. Some fabrics may endure an initial short period where temporary pilling can occur, and this is not considered a fault and can be easily remedied with a pill remover. Use a professional dry-cleaning service at least once a year to keep the fabric's appearance. Leave any removable covers on during cleaning to minimise shrinking.

Natural marble products are composed of natural materials and are subject to variations in background colour, veining distribution and veining pattern. The colour, shade, veining, colour concentration, and any other variances in the appearance will exist and will vary from piece to piece on the same piece. Such naturally occurring variations are to be expected in marble and are not considered defects.

To the full extent permitted by law, we reserve the right to change dimensions, design and construction and to pattern match fabrics according to DeRUCCI's best judgement to improve the design of the products where these changes are limited to the internal changes to the products and are not noticeable to you.

DELAY

DeRUCCI will not be liable for any delay when performing any of its obligations including delay caused by any unforeseeable factors beyond DeRUCCI's reasonable control.

We will use reasonable endeavours to meet the estimated delivery date. If we do not meet the estimated delivery date, DeRUCCI's liability will be limited, at DeRUCCI's discretion, to resupply the products at a different time.

If at any time after receiving an order from buyer(s)/customer(s), DeRUCCI, its supplier, subcontractor, manufacturer or any carrier suffers a Force Majeure Event or an Insolvency Event that prevents or delays DeRUCCI from supplying some or all of the Products set out in an order by the estimated delivery date, DeRUCCI may elect to extend the time for performance of the delivery or terminate the order if the Force Majeure Event continues for a period of 14 days or more, without any liability to buyer(s)/customer(s).

In this paragraph:

(a) "Force Majeure Event" means any act of God, fire, earthquake, flood, storm, strikes, lock-outs, bans or other industrial disturbances, civil riot, government interference, by-laws, rules and regulations or order of any competent authority that is beyond DeRUCCI's, its supplier's, subcontractor's, manufacturer's or any carrier's control and that could not reasonably have been expected to have known at the time DeRUCCI receives an order from buyer(s)/customer(s); and

(b) "Insolvency Event" means any one or more of the following events:

- (i) a controller, administrator, liquidator, trustee in bankruptcy or similar person being appointed to it or to any of its assets or undertakings or any step is taken to do so;
- (ii) a resolution that its winding up is passed or proposed, or the process is filed in a court seeking an order that it would be wound up;
- (iii) it resolves to enter into, or enters into, any moratorium, arrangement, compromise or composition with any of its creditors, other than in the ordinary course of its business;
- (iv) anything having a substantially similar effect to any of the events specified in paragraphs (i) to (iii), inclusive, of this definition happens to it under the law of any jurisdiction.

PICK-UPS

Customers can choose to pick up products, free of charge, from our warehouse.

Warehouse address: 9 Suttor Street Silverwater NSW 2128

Contact Number: (02) 9648 6338

When collecting the products, the buyer(s)/customer(s) is responsible for checking the condition of goods before leaving the premise – the care and responsibility is then with the buyer(s)/customer(s). Any damage claims will not be accepted after collection. If the buyer(s)/customer(s) does not wish to use the advised freight carrier by DeRUCCI, the buyer(s)/customer(s) should be responsible for all damages incurred during the freight of their items.

DELIVERY AND ASSEMBLY

A Home delivery and assembly services is available.

- Two persons delivery team
- Delivered to the room of your choice
- No extra charge for stairs

- All product packaging removed

Please note extra costs may incur for difficult deliveries (e.g. tight doorways etc.). Under this circumstance, the customer must advise DeRUCCI before a delivery quote is confirmed. If a buyer(s)/customer(s) is not at the delivery address at the arranged/scheduled dispatch date, items will be returned to the warehouse and a second delivery fee has to be charged if second delivery is needed. The buyer(s)/customer(s) must inspect the items thoroughly and report any concerns within 24 hours after accepting the delivery and provide photos and description of the issue to the company. Due to Occupational Health and Safety (OHS) issues, we do not and are not responsible for moving goods that are not DeRUCCI products. DeRUCCI reserves the right to refuse delivery due to issues or concerns of access. Once items are delivered, the buyer(s)/customer(s) is responsible for protection of flooring, carpet, rugs etc.

Rates:

Delivery costs may be different according to the distance of the delivery address or the number of items being delivered. Please talk to our sales consultant regarding our competitive rates when placing your order.

*Please Note:

- Our standard delivery service is not available in some areas out of NSW.
- Delivery and assembly fees are decided during checkout/time of purchase, which may vary under special situation. Full payment for products must be paid prior to delivery being arranged.
- It is required that customers must provide necessary information relevant to the delivery and installation of their products such as the width of the door, stairs etc. And customers must make sure the delivery address is correct and access details must be provided to us.
- Prior to delivery customers must ensure that there is unobstructed access to the property and the room ordered products to be delivered. Please make sure all fragile objects are moved out of the way. If item is not successfully delivered or assembled because of customer's problem, the customer is responsible for the extra cost of re-delivery and re- assemble. DeRUCCI is not responsible for any extra cost.
- Delivery and assembly service can only be booked at least five working days before the balance of the order is cleared. We shall use all reasonable endeavours to meet the delivery date on the nominated date, however, customers understand and agree that DeRUCCI is not and will not be liable for any loss or damage, whatsoever and howsoever it arises, if products are not delivered by the delivery date.
- Delivery service cannot be cancelled unless 24 hours' notice before the booked delivery date is given to the company.
- Products will only be delivered if a person aged over 18 years is able to accept delivery at the delivery address.

Storage

It takes approximately 10-14 weeks to proceed all DeRUCCI orders after they are placed to the manufacturer. DeRUCCI provides one-month free storage for each order.

You must collect or take delivery of the products within 17 weeks from the date the order placed to the manufacturer. If you fail to do so, DeRUCCI may charge reasonable storage fees.

The Storage Fee are listed below:

Order Amount	Charge
\$5000-\$10000	\$60/fortnight
\$10000-\$20000	\$100/fortnight
\$20000+	\$200/fortnight

When the storage fee is equivalent to the order amount, DeRUCCI is entitled to forfeit those products and resell them to cover its storage fee at the discretion of DeRUCCI.

If you have any enquiries regarding our Terms & Conditions, please call us on (02) 9648 6338 Monday to Friday 8.30am to 4.30pm AEST/AEDT or email: customer.service@derucci.com. Our head office: DeRUCCI, 9 Suttor St, Silverwater NSW 2128 Australia.

> The signature confirms you read, understand and accept the above Terms and Conditions.

Date: _____ Signature: _____