

## 1. Agreement

1.1. Subject to clause 1.2, Eurolinx agrees to sell, and the Customer hereby agrees to purchase, the Product(s) as specified in the Order.  
1.2. An agreement is made between Eurolinx and the Customer for the purchase and sale of the Product(s) in the Order, if and when Eurolinx issues to the Customer an Order Confirmation in respect of that Order.

## 2. Price

2.1. The Customer must pay the Price to Eurolinx in accordance with clause 3 of these terms and conditions.

## 3. Payment

3.1. Subject to clause 3.2 and 3.3, the Customer must pay a minimum of 30% of the total Price for the Product(s) as a security payment (Deposit) to Eurolinx at the time the Order is placed, or if the Customer orders a Customised Product, then a minimum of 50% of the total Product for the Customised Product(s) as a Deposit.  
3.2. The Deposit is non-refundable.  
3.3. For all ex-Display Products or Clearance Stock, or Products with a delivery date of less than seven (7) days, the Price must be paid in full at the time of the Order. If the Price is paid in full in accordance with this clause 3.3, the Deposit is deemed to be included as part of the Price.  
3.4. Full payment or the balance of the Price (being the remaining sum of money (if any) owed to Eurolinx by the Customer for the Product(s) or Customised Product(s)), must be paid by the Customer to Eurolinx by the earlier of:  
3.4.1. seven (7) business days prior to the scheduled delivery date as specified at the time the Product(s) or Customised Product(s) were ordered; or  
3.4.2. not less than seven (7) clear days before the delivery of the Product(s) to the Agent in accordance with clause 6.  
3.5. If full payment or the balance of the Price is not paid to Eurolinx in accordance with clause 3.4, Eurolinx may, in its absolute discretion:  
3.5.1. cancel the order;  
3.5.2. charge a cancellation fee as set out in clause 5; and  
3.5.3. seek full payment of the Price as set out in clause 4.  
3.6. If an Order relates to two (2) or more Products and they are delivered on different dates, full payment or the balance of the Price for each Product(s) must be paid in accordance with clause 3.4.

## 4. Default in Payment

4.1. If the Customer fails to make any payment when due, the Customer must, without prejudice to any other right or remedy of Eurolinx:  
4.1.1. pay interest on the amount outstanding calculated daily at a rate equal to \$10.00 (AUD) per business day, plus any late fees charged by Eurolinx to the Customer, until the outstanding payment is made;  
4.1.2. reimburse Eurolinx for all reasonable costs and expenses incurred in relation to the outstanding debt;  
4.1.3. reimburse Eurolinx for all reasonable costs and expenses incurred in relation to chasing the outstanding debt;  
4.1.4. reimburse Eurolinx for all reasonable costs and expenses for the storage of the Product(s);  
4.1.5. may agree to enter into an agreement with Eurolinx, in Eurolinx's absolute discretion, for a payment scheme for the outstanding debt, interest and all other reasonable costs and expenses incurred by Eurolinx in accordance with this clause 4.1; and  
4.1.6. may cancel the Order and a cancellation fee will apply in accordance with clause 5.

## 5. Cancellation/Re-Stocking Fee

5.1. Subject to clause 5.4, the Customer agrees and acknowledges that if a Customer cancels an Order, a cancellation fee of 30% of the Product(s) Price will be charged (Cancellation Fee). The Cancellation Fee will be paid from the Deposit.  
5.2. If an order is cancelled in accordance with this clause 5, and the Customer has paid an amount for the Product(s) greater than 30% of the Price, Eurolinx will refund the balance of the Price (being the amount paid by the Customer minus 30% of the Price) to the Customer within seven (7) working days of the cancellation date.  
5.3. If the Product(s) has been delivered to the Agent in accordance with clause 6, an Order cannot be cancelled without the prior written approval of Eurolinx, in its absolute discretion.  
5.4. The Customer agrees and acknowledges that Eurolinx may waive the Cancellation Fee in its absolute discretion.  
5.5. The Customer acknowledges that the Cancellation Fee represents the costs incurred by Eurolinx in accepting, restocking, ordering or otherwise dealing with the cancelled Product(s).  
5.6. No Cancellation Fee will be imposed on Display Products and the Customer acknowledges that these items to be purchased in "as is" condition and are to be paid for in full at the time of sale.

## 6. Delivery

6.1. The Customer agrees and acknowledges that:  
6.1.1. Eurolinx is only required to deliver the Product(s) to the Agent;  
6.1.2. All delivery dates are estimated dates only and Eurolinx is not liable for any delay in delivery;  
6.1.3. Eurolinx is not required, express or implied by these terms and conditions, to deliver the Product(s) to the Customer; and  
6.1.4. Any fees or costs associated with the delivery of Product(s) or Customised Product(s) to the Customer, are at the discretion of the Agent and as agreed to between the Agent and Customer. Eurolinx will have no association with, and bears no liability or obligations in respect of these fees and costs.  
6.2. Upon an Order Confirmation being provided to the Customer, Eurolinx will:  
6.2.1. use all reasonable commercial endeavours to deliver the Product(s) to the Agent by the nominated delivery date, as agreed between Eurolinx and the Agent, and Eurolinx is not liable for late delivery of any of the Product(s), including but not limited to any delay as a result of a change of delivery date requested by the Customer; and  
6.2.2. if delivery of the Product(s) is accepted by the Agent, the Agent will be solely responsible to deliver the Product(s) to the Customer in accordance with the Agent's own terms and conditions.  
6.3. If a Product(s) is discontinued, superseded or becomes no longer available for delivery by Eurolinx to the Agent, Eurolinx will notify the Customer as soon as practicable and provide all reasonable information to the Customer.  
6.4. If a Product(s) is subject to an event as set out in clause 6.3, Eurolinx will, in its absolute discretion:  
6.4.1. offer another Product(s) of equivalent or superior standard; or  
6.4.2. if there is no equivalent or superior Product(s), terminate this agreement (without any penalty or Cancellation Fee) effective immediately.  
6.5. If the Customer accepts Eurolinx's offer as set out in clause 6.4.1:  
6.5.1. the Customer acknowledges that the Product(s) and the Price may be varied;  
6.5.2. the original Order Confirmation will be cancelled effective immediately;  
6.5.3. a new Order Confirmation will be provided to the Customer by Eurolinx;

6.5.4. the Customer agrees to be bound by the terms and conditions of the new Order Confirmation, including but not limited to, a change in Price, Product(s) or delivery date to the Agent.

6.6. If the Customer does not accept Eurolinx's offer as set out in clause 6.4.1, or Eurolinx terminates this agreement in accordance with clause 6.4.2:

6.6.1. Eurolinx will refund all money paid by the Customer for the Product(s);  
6.6.2. Eurolinx will not charge a Cancellation Fee; and  
6.6.3. the Customer waives all rights, implied or express, under these terms and conditions, including without limitation, any rights the Customer may have against Eurolinx for cancelling the Order.  
6.7. The Customer agrees and acknowledges that once Eurolinx has delivered the Product(s) to the Agent:  
6.7.1. all liability for the Product(s), implied or express, will pass to the Agent; and  
6.7.2. the title of the Product(s) remains with Eurolinx until the Product(s) have been delivered to the Customer by the Agent (or collected by the Customer from the Agent).  
6.8. Subject to clause 9, once Eurolinx has delivered the Product(s) to the Agent, and the Customer subsequently changes their mind about the Product(s), ordered an incorrect Product(s) or otherwise wishes to amend or cancel the Product(s), Eurolinx may, in its absolute discretion, agree to:  
6.8.1. accept return of the Product(s), at the sole expense of the Customer; or  
6.8.2. provide a replacement Product(s) to the Customer.  
6.9. If Eurolinx agrees to the return of a Product(s) as set out in 6.8, the Customer agrees to pay:  
6.9.1. a Cancellation Fee or a restocking fee of 30% of the Price of the Product(s) returned, as deemed appropriate by Eurolinx; and  
6.9.2. any difference between the Price of the Product(s) being returned and the replacement Product(s) as reasonably requested by Eurolinx.

## 7. Installation

7.1. The Customer agrees and acknowledges that Eurolinx is not:  
7.1.1. responsible for the installation of the Product(s), including without limitation to, installations or arrangements for the installation of the Product(s) made by the Agent, the Customer or any other third party; and  
7.1.2. liable for any loss, damage or otherwise to the Product(s) which occurs through the installation of the Product(s).

## 8. Ownership and Risk

8.1. Eurolinx remains the exclusive owner of the Product(s) until the Price is paid in full to Eurolinx and the Product(s) have been delivered to the Customer.  
8.2. The Customer must not sell or otherwise deal with the Product(s) until the Price is paid in full to Eurolinx. If the Customer purports to do so, the Customer will be deemed to hold the balance of the Price or other realisation on trust for Eurolinx.

## 9. Warranty

9.1. The full terms and conditions of Eurolinx's warranty can be found here <https://ilve.agency/warranty>. The full terms of Eurolinx's warranty are incorporated into this customer terms and conditions.  
9.2. The Customer agrees and acknowledges that any express warranties made by Eurolinx in respect of the Product(s) will only be extended to the Customer if and only if the Customer:  
9.2.1. retains proof of purchase;  
9.2.2. registers the Product(s) on <https://www.ilve.com.au/support/product-registration/>; and  
9.2.3. is not in breach of the terms and conditions of this agreement.

## 10. How to Make a Warranty Claim

10.1. All warranty claims relating to the Product(s) should be made at: <https://www.ilve.com.au/support/service>.

## 11. Service & Spare Parts

11.1. Eurolinx will store, or ensure that it has reasonable access to, all necessary spare parts available for the purpose of repair or service of Product(s) not less than three (3) years following the cessation of the production of the Product(s).

## 12. Privacy

12.1. The Customer agrees to and acknowledges that Eurolinx will collect a Customer's details and personal information (such as name, address, telephone contact or other information) and that Eurolinx may disclose the Customer's details and personal information to its related companies and to organisations, or other third parties, which provide services, including but not limited to, repair, warranty and delivery, to Eurolinx.  
12.2. Eurolinx will collect and deal with a Customer's details and personal information only in accordance with:  
12.2.1. Eurolinx's Privacy Statement (which can be found at <https://www.ilve.com.au/terms-conditions/>); and  
12.2.2. the Privacy Act 1988 (Cth).

## 13. Governing Law

13.1. This agreement is subject to the laws of the State of New South Wales, Australia and the Parties submit to the exclusive jurisdiction of the Courts of New South Wales.

## 14. Terms of Use Revisions

14.1. Eurolinx may, from time to time, and in its absolute discretion, revise and amend these Terms and Conditions by updating this agreement. Any changes to the Terms and Conditions will be published on Eurolinx's website, or may be obtained directly from Eurolinx.

## 15. Definitions

In these terms and conditions, unless the context otherwise requires:  
15.1. Agent means the authorised seller of the Products.  
15.2. Clearance Stock means Product(s) marked as clearance by Eurolinx, from time to time, in its absolute discretion.  
15.3. Customer means the person or entity whose name and address appears on the order as the purchaser of the Product(s).  
15.4. Customised Products means any Product(s) that are uniquely designed according to customer specification (including but not limited to colour, logo, size, image or shape).  
15.5. Display Stock means the Product(s) supplied by Eurolinx to the Agent for the sole purpose of in-store displays, usually removed from the packaging and can be used for customer demonstrations.  
15.6. Eurolinx means Eurolinx Pty Limited (ABN 50 001 473 347).  
15.7. GST means Goods and Services Tax or other tax that is substituted or replaces the GST tax.  
15.8. Order means the order made by the Customer for the Products.  
15.9. Order Confirmation means the confirmation provided by Eurolinx to the Customer for the Order of the Product(s).  
15.10. Price means the sum of money payable to Eurolinx by the Customer for the Product(s) as provided by Eurolinx to the Customer in the Order Confirmation.  
15.11. Products means the ILVE products referred to in the Order, including but not limited to any Customised Products.