



## Disclaimer

**Responsibility for Quantity:** Curated By Tom will not be held responsible for the quantity required for your project. Our quotes are based on the quantities you provide. You are required to verify the final quantity with your builder and installer. Any additional flooring needed will result in new charges including separate invoicing and potential additional delivery fees.

## Natural Variations

**Product Variability:** As suppliers of natural timber products, variations in colour, grain, and characteristics such as knots are expected. The installer is responsible for inspecting each board and should endeavor to distribute variations evenly throughout the installation. Boards considered defective must be set aside as waste. In the unlikely event that a significant proportion of the boards are deemed faulty, preventing job completion, photographic evidence must be submitted for a claim, and the boards must be available for inspection by a Tongue n Groove (T&G) representative.

**Substitution of Product Specifications:** Occasionally, due to stock availability and order lead times, T&G 2500 mm lengths may be supplied as 2200mm lengths. Customers will be notified of such changes.

## Machining Tolerances

**Manufacturing Standards:** All T&G boards are manufactured within accepted industry standards, allowing for a size tolerance of no more than 7% and a machining tolerance of 0.6mm. For detailed installation guidelines, please refer to the T&G Installation Guide.

## Forward Orders and Cancellations

**Lead Times:** The estimated lead-time for forward orders of standard stock items is 12-14 weeks. This timeline does not account for unforeseen shipping delays. Customers wishing to cancel due to shipping delays will be refunded any deposits paid, less a 25% cancellation fee (based on the total order value). Cancellations are not allowed for custom/special order items, including stair nosings.

## Deliveries

**Delivery Requirements:** A minimum of two weeks' notice is required after full payment for the delivery of timber flooring material. Delivery costs quoted at the time of sale are based on the provided information and cover curbside delivery only, without unload assistance. If the actual delivery requires additional time or special vehicles, extra charges will apply. Upon curbside delivery, all liability for the material transfers to the client, who shall indemnify the supplier against any subsequent loss or damage.



## **Product Delivery**

Clients shall take delivery of products at the designated delivery location as agreed between Curated By Tom / T&G and the client, or as otherwise specified in the sales agreement. Clients are required to notify Curated By Tom in writing of any discrepancies in product quantities within twenty-four (24) hours of product delivery, especially if the delivery location is unattended at the time of delivery. Curated By Tom commits to using its best endeavours to ensure timely delivery of products. However, Curated By Tom will not be held liable for any delays that arise due to circumstances beyond their reasonable control.

## **Defective Products**

In accordance with Australian Consumer Law, any claim regarding defective products must be communicated to Curated By Tom in writing within seven (7) days from the date of delivery. The claim must include detailed information about the alleged defect(s). Failure to provide such notice within the specified timeframe will absolve Curated By Tom of any liability related to product defects, except as required by the Australian Consumer Law.

## **Compliance with Laws**

Clients and their agents and contractors are obligated to comply with all applicable health, safety, security, and environmental laws while taking delivery of products. This includes adhering to all reasonable orders, directions, and notices provided by Curated By Tom concerning such compliance.

## **Product Storage**

All products must be stored in the manner set out in the T&G Installation Guide. Curated By Tom takes no responsibility for incorrectly stored materials.

## **Order Fulfilment and Payment**

Clients must notify Curated By Tom of the intended collection or delivery date at the time of placing an order. Final balance invoices will be issued 21 days prior to delivery date, with full payment required at least 14 days before the scheduled collection or delivery date. Items will not be released until payment is received in full. Significant delays in payment may result in order cancellation, subject to a 25% cancellation fee.

## **Return and Refund Policy**

**Returns:** Returns incur a freight charge back to the T&G Sydney warehouse and a 25% re-stocking fee. Returns are accepted within 30 days of delivery for unopened and undamaged boxes, with



photographic proof required. Refunds are issued post final inspection and approval by T&G Sydney warehouse. All returns and refunds will be processed in accordance with Australian Consumer Law.

## **Liability and indemnities**

### **Limitation of liability**

Curated By Tom's aggregate liability for all Claims arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute or any other cause of action, is limited to the amount paid or payable to the business for the Products during the first 12 months prior to the liability arising.

- (a) if Curated By Tom provides the client with any third party licensed or supplied materials, service or goods, then Curated By Tom's liability for such Third Party Items is limited for all Claims in the aggregate to the amounts recoverable from the relevant third party licensor or service provider (as applicable).
- (b) despite any other provision to the contrary, Curated By Tom excludes all liability for consequential and indirect loss arising out of or in connection with this Agreement, including loss of opportunity or goodwill, loss of revenue or profits, or loss of business.

Nothing in this Agreement:

- (c) operates to limit or exclude liability that cannot be limited or excluded by law; and
- (d) if the Australian Consumer Law applies, to exclude the operation of conditions and warranties under the ACL that may not be lawfully excluded. To the extent that any such liability cannot be lawfully excluded, but may be limited, Curated By Tom's liability is limited to its choice of facilitating T&G repairing or replacing goods or paying the cost of repairing or replacing goods.
- (e) Despite any other provision to the contrary in this Agreement, Curated By Tom's liability under or in connection with this Agreement will be reduced to the extent that the loss or damage was caused by the client, its personnel, representatives or advisors.

## **General indemnities**

The client indemnifies and shall keep indemnified, Curated By Tom and its officers, employees, agents and contractors (and each of them), from any Claims that arise as a result of:



- (a) any unlawful, negligent, or wilful act or omission of the client (including its personnel, its representatives or advisors);
- (b) the Client's negligence or breach of this Agreement (including without limitation any warranty) or default of the Client connected with this Agreement;
- (c) any product liability Claims relating to the Product;
- (d) physical injury to, illness or death of any person and damage to or destruction of any tangible property caused by the Client or its personnel;
- (e) a claim by a third party resulting from a breach of this Agreement by the Client;
- (f) a claim by a third party that the Product infringes the intellectual property rights of such third party;
- (g) a claim by a third party arising from use of the Product IP Rights or Intellectual Property of Curated By Tom by the Client;
- (h) the termination of this Agreement resulting from the Client's breach; and
- (i) any penalty imposed under any Law relating to the Client's performance under this Agreement.

## Disputes

1. A party cannot commence any tribunal or court proceedings in respect of a Dispute unless that party has complied with this clause, save for in respect of:
  - (a) infringement of Intellectual Property; or
  - (b) breach of the Confidential Information of the other partyin respect of which the parties acknowledge and agree that a party may commence legal proceedings immediately without notice for injunctive relief.
2. A party claiming that a Dispute has arisen must give notice to the other party describing:
  - (a) the background and the issues in the Dispute;
  - (b) the relevant provisions of this Agreement; and
  - (c) any particulars of quantification of the Dispute.



3. On provision of notice under paragraph 32(b), the parties must endeavour in good faith to reach a mutually acceptable decision on the dispute within 10 Business Days or such other period as they may agree.
4. If the parties cannot reach an agreement within 10 Business Days, a party may commence tribunal or court proceedings related to the Dispute.

### **General Provisions**

These terms and conditions form an integral part of the contract for the sale of products by Curated By Tom to the client.

By placing an order with Curated By Tom, the client agrees to be bound by these terms and conditions.

*"Curated by Tom" may receive financial benefits or other forms of compensation for recommending services, suppliers, or contractors. Our recommendations are based on our commitment to quality and our assessment of the suitability of the services for our clients. However, clients should conduct their own due diligence and consider multiple options before making a decision based on our recommendations. Our primary goal is to assist clients in making informed choices that best meet their needs and preferences.*