

TERMS AND CONDITIONS OF SALE

Bellevue Imports PTY LTD trading as Bellevue Architectural

1. PRICES

A) Prices contained within the Bellevue Architectural price book are shown without Goods and Services Tax (GST). An extra 10% will be added to all products to comply with the Goods and Services Tax (GST).

B) Goods and Services Tax (GST) shall be to the Buyer's account. When added, the Goods and Services Tax based (GST) is based on the rate and method of assessment ruling at date of invoice.

C) Prices within this price list may be altered by Bellevue Architectural without notice.

D) All prices listed are recommended retail prices only.

~~E) All orders will be invoiced at prices on the day of dispatch~~

2. TERMS OF PAYMENT

30 days from EOM for all approved account customers and Payment before delivery for all non-account customers. Bellevue reserves the right to stop the shipment of goods if an account has not been paid and /or terminate an account for lack of payment. Payment is considered to be overdue after the 1st day of the following month.

3. RETENTION OF TITLE

It is a condition of sale that the title of goods listed on the invoice shall not pass to the purchaser until payment in full has been received by Bellevue Architectural. Furthermore, all goods on hand up to the value of the balance due to Bellevue Architectural will be deemed to be the property of Bellevue Architectural.

4. DELIVERY AND MINIMUM INVOICE VALUE

For "Class A" Resellers, a minimum nett Invoice value of \$300.00 (excluding GST and the delivery fee), will result in delivery F.I.S within metropolitan areas of Australian capital cities, including Launceston (excluding any item over 800mm in length, pricing is POA). For all remaining customers, a mandatory freight charge of minimum \$25.00 + GST will be applied. The freight charge will be added to the order and will be incurred by the buyer. All orders will be dispatched once the order is completed in its entirety. Part shipment can be arranged upon the customers request. Part shipments will incur an additional delivery charge which will be enforced.

5. CLAIMS & THE RETURN OF GOODS

A) Authorisation must be sought in writing and a Return Authority number (obtained with approval from Bellevue Architectural) must be stated on all documentation before goods are returned. A copy of the original invoice must also be supplied.

B) Claims & Returns will not be recognised 14 days after the date of invoice.

C) All Claims & Returns must be visually inspected by Bellevue Architectural before a claim is accepted.

If damaged or used they cannot be returned.

D) All returned goods must be in original condition including packaging, if not a claim may be denied.

E) Invoice numbers must be quoted by customers for all Claims & Returns

F) A minimum 25% Handling / Re-Stocking charge is applicable for returns and cancellations of orders based on invoice value. % value will be provided once the goods have been visually inspected and approved by Bellevue Architectural.

G) Items deemed as, "specials or custom" such as Didheya end flush pulls, Union "T", "G" and "H" coded entry door pulls and Specially finished items are non-returnable and once orders are placed, they cannot be cancelled. Non stocked order in products and finishes such as EMB and PC are also deemed as, "specials or custom".

H) It is the responsibility of the claimant to arrange and pay all freight costs involved in the return of goods unless otherwise authorised.

6. OLIVARI HANDLE LOCK & LATCH COMPATIBILITY

Olivari lever and Knob Sets are compatible with Australian & European mortice locks & latches (Exclusions to this include "Total", "Radial", "Alexandra", 1224 & 1228 plates & all levers on low profile roses which will be supplied with an 8mm solid spindle only). 7.65mm or 8mm spindles are supplied as standard based on lock requirements. All levers on low profile rose, without a rose and levers on low profile (HRL, HSL) plates must use a short turn latch i.e. BL001T or 30 degree turn latch only.

7. CLEANING

All products should be cleaned at regular intervals with a soft grit free cloth and only using clean warm water, then wiped dry. Warning: Do not use a scouring pad of any type as this will cause excessive wear on the finishes.

Products treated with the Olivari SuperInox cycle require periodic cleaning with a slightly water dampened cloth. Any possible dirt, marks or traces of lime caused by intensive use or exposure to the elements must be removed by periodic cleaning using either Superclean by Olivari or other specially formulated stainless steel cleaning product designed for stainless surfaces that make it possible to maintain the original lustre.

8. POWDER COAT COLOURS AND CHARGES

PC = A choice of powder coat colours are available upon request for products within the Bellevue Architectural product range. Pricing quoted is for standard Dulux Powder Coat colours as directed by our Powder Coater. It is recommended that you confirm the colour with Bellevue before placing of order to ensure that it is NOT considered to be a special colour that will incur extra cost.

9. DESIGN REGISTRATION

Note: Products in this price list and associated Bellevue catalogues are subject to design registration.

10. FIRE RATING

OLIVARI door handle & accessories (as indicated by ) have been successfully tested over a four hour period on fire door assemblies as specified in Australian Standard AS1905-1. Please contact us for more information.

11. DISCLAIMER

Whilst every effort has been made to ensure that the information contained in this price book is accurate at the time of publication, Bellevue Architectural recommends that you consult Bellevue Architectural prior to placing any order to ascertain current information on specific products.

Bellevue Architectural will not be liable for any injury, loss or damage whatsoever, arising from any errors or omissions in the information contained in the price book or arising from the use or application of the information contained herein.

This price book does not constitute an offer for the sale of any particular product. Bellevue Architectural's policy is one of continuous product improvement, as a result changes to product specifications may be made without incurring liability.

12. GENERAL GUARANTEE

Bellevue Architectural unconditionally guarantee their products against defects in workmanship and materials, subject to fair wear and tear within the normal working life of the product. Bellevue Architectural however assumes no liability for the following:

- A. Improper installation or failure to follow fitting instructions.
- B. Failure due to improper maintenance.
- C. Indirect or consequential loss or damage.
- D. Cost of removal and / or replacement.
- E. Arranging of and cost of freight and / or travelling time.

All warranty claims are back to base. Freight costs are not covered by Bellevue Architectural. All warranty claims will be dealt with as quickly as possible, Bellevue & International suppliers do reserve the right to see and examine the item in question prior to and to confirm final warranty approval.

13. SPINDLE SIZES

Olivari lever and Knob Sets are compatible with Australian & European standard mortice locks (Exclusions to this include "Total", "Radial", "Alexandra" & all levers on low profile roses, 1224, 1228 plates & horizontal plates which will be supplied with an 8mm solid spindle only). 7.65mm & 8mm spindles are supplied as standard within the standard lever and knob set box.

TERMS AND CONDITIONS OF SALE (continued)

14. LEGEND

UOM = Unit of Measure

C2C = Centre to Centre

B2B = Back to Back set

Set = Both left and right handles

15. SUPERINOX FINISH ANTI-TARNISH GUARANTEE

- A. The SuperInox finish will not rub off
- B. The SuperInox finish will not pit
- C. The SuperInox finish will not tarnish
- D. The SuperInox finish will not lose its lustre

Products treated with the SuperInox cycle require periodic cleaning with a slightly water dampened cloth. Any possible dirt, marks or traces of lime caused by intensive use or exposure to the elements must be removed by periodic maintenance with especially formulated stainless steel cleaning products designed for stainless surfaces that make it possible to maintain the original lustre of the product surface.

All Bellevue warranties are Back to Base.

16. SPECIAL ORDERS

All items deemed to be "specials or custom order items" such as customisation of handles etc. are NON-returnable under any circumstances.

Cancellation of orders in respect of such goods shall NOT be accepted and the buyer will be liable for the full invoiced amount unless agreed to in writing by Bellevue Architectural. Items such as but not limited to Didheya end flush pulls, Union "T", "G" and "H" coded entry door pulls, non-stocked special orders in products and finishes such as EMB and PC are also deemed as, "specials or custom order items".

17. UNION ENTRY DOOR PULLS

All Union Entry Door pulls that start with a "T", "G" and "H" (i.e T2304) in their product code are items deemed to be "specials or custom order items". As a result these items are NON-returnable under any circumstances. Once an order is placed by the buyer, the order cannot be cancelled. The buyer will be liable for the full invoiced amount and will forfeit any deposit paid unless agreed to in writing by Bellevue Architectural. For non-account customers a 100% non-refundable payment is required before the goods will be ordered.

18. SUPERINOX WARRANTY CLAIMS

Return the affected Olivari SuperInox item to the point of purchase with the original receipt within 10 or 30 years of purchase (based on finish warranty time frame). All items, once inspected, that are deemed faulty by Bellevue Architectural and Olivari of Italy due to natural corrosion will be replaced with the same or closest model available. A full refund for the item only will be provided at the discretion of Bellevue Architectural and Olivari of Italy. If a refund is provided, its value will be as per the documented value on the original invoice.

The Olivari SuperInox 30 year warranty applies to SuperInox Satin Stainless, SuperInox Brass, SuperInox Satin Brass and SuperInox Bright & Satin Nickel finishes only. SuperInox Anthracite, SuperInox Satin Copper, SuperInox Satin Bronze, Satin Chrome and Polished Chrome Olivari finished items come with a 10 year finish guarantee. This guarantee does not extend to labour costs, transportation costs, personal loss, death or injury or economic, consequential or property damage of any kind whatsoever.

19. ELECTROPLATED FINISHES

Our products have undergone the best available treatment to protect their surface from tarnishing and other deterioration due to use, weather exposure and other factors.

The plated finishes Black Chrome, Satin Chrome, Polished Chrome, EMB. Bronze and Polyester Powder Coated finishes (excluding Olivari finished Satin Chrome, Polished Chrome hardware as at January 1st 2020) are classified as soft finishes. As deterioration is possible under some climatic conditions, these finishes cannot be guaranteed.

Brass however, is a material which is naturally subject to some discolouration and although its finish is highly protective, it has limitations as to its durability and conditions to which it can be exposed. Therefore, no finish guarantee can be given that its protection will be maintained indefinitely, but tarnishing and excessive wear of this product is to be considered normal and acceptable and does not represent a defect in

20. SHORTAGE CLAIMS

No shortage claim will be recognised unless made within 7 days of the date printed on the customers invoice. A copy of the invoice must be supplied by the customer within the 7 day time frame.