

TERMS AND CONDITIONS OF SALE

1. AGREEMENT OF TERMS AND CONDITIONS

1.1 The purpose of this document is to outline the terms and conditions of purchases made by consumer through LOEWE AUSTRALIA / Indi Imports P/L.

1.2 These terms and conditions relate to LOEWE's Television product/s range and LOEWE's Audio product/s range, along with associated accessories.

1.3 Nothing in these terms exclude or limit any consumer rights under the Australian consumer law.

2. PRICE

2.1 The price payable by the consumer to LOEWE AUSTRALIA / Indi Imports P/L for the product/s is the price specified in the order confirmation.

3. PAYMENT

3.1 Subject to clause 3.2 and 3.3, 100% of the price is payable at time of order by the consumer.

3.2 All titles and consumer guarantees are handled between LOEWE AUSTRALIA / Indi Imports P/L and consumer in accordance with the governing consumer laws of Australia.

3.3 All new orders for products that are placed with a delivery date of seven (7) days or less must be paid in full at the time of order placement.

3.4 Subject to provision 3.3, if the order relates to two or more products and they are delivered on different dates, payment is still required to be paid in full.

4. CANCELLATION

4.1 If your order is cancelled, all monies received will be returned excluding the applicable cancellation fee.

4.2 A cancellation fee of \$190.00 (AUD) will apply to all cancelled orders made after four (4) days of purchase.

5. DEFAULT IN PAYMENT

5.1 If the consumer fails to make any payment when due, the consumer must, without prejudice to any other right or remedy of Indi Imports P/L:

- i. pay interest on the amount outstanding calculated daily at a rate equal to The Reserve Bank of Australia's base rate plus 5%.
- ii. reimburse Indi Imports for all reasonable costs and expenses incurred in relation to the outstanding debt and chasing payment of it; and
- iii. upon reasonable notice by Indi Imports, return the product/s to Indi Imports or permit a representative of Indi Imports reasonable access to the location of the product/s to repossess the product/s.

6. DELIVERY

6.1 All deliveries of LOEWE stock are arranged either through Indi Imports P/L or the retailer.

6.2 All orders (other than where clause 5.1 applies) must be settled at time of order and delivered within 14 days and in most cases sooner of the order placement date. Orders not settled and delivered within this time frame may incur storage fees and charges or may be cancelled and Indi Imports P/L may charge the applicable cancellation fee in accordance with clause 3.1 and 3.2.

6.3 Subject to clause 5.1 Indi Imports P/L will deliver the product/s to the retailer's location specified in the order at no extra charge. Where a specific location is specified or clients address is required, Indi Imports will deliver the product/s to the customer's address as set out in the order as per costs displayed per state in Australia.

6.4 Indi Imports P/L will deliver the Goods in accordance with provision 6.3 of these terms and conditions. The risk of loss of or damage to the product/s passes to the customer upon delivery, unlike most suppliers, all LOEWE products supplied by Indi Imports have already been opened and inspected for quality purposes and tested for continuity in reliability.

6.5 Subject to clause 6.1, 6.2 and 6.7, the delivery date will be the date specified in the order or, if no date is specified, such alternative date as the customer and Indi Imports later agree on ("**delivery date**").

6.6 Indi Imports will use reasonable commercial endeavors to deliver the product/s on or about the delivery date. If Indi Imports is unable to deliver the product/s (by reason of inventory shortage, transportation difficulties or otherwise), it will

use reasonable commercial endeavors to do so within a reasonable period after the delivery date.

6.7 If Indi Imports does not deliver the product/s within 30 days of the delivery date, by reason of a cause within Indi's reasonable control, the customer /retailer may give 5 business days' notice of termination (without penalty) of this agreement. If the product/s are not delivered in the notice period, this agreement is terminated on expiry of that period.

6.8 If the model of the product/s is discontinued or superseded and not available for delivery on the delivery date, Indi Imports will notify the customer / retailer as soon as practicable prior to the delivery date that:

- i. Indi Imports is prepared to instead supply a model of equivalent or superior standard, and specify that model and any addition to the price for the model change; or
- ii. There is no equivalent model available and this agreement is therefore terminated (without penalty) with immediate effect.

6.9 If the consumer accepts Indi Imports offer of an alternative model in accordance with clause 6.8(i), the product/s and the price will be varied as per Indi's offer. If the offer is rejected, this agreement is thereby terminated (without penalty) with immediate effect.

6.10 Indi Imports will deliver the product/s at a time arranged by Indi Imports and the customer ("**delivery time**"). In the event that the customer is not present to accept delivery at the nominated delivery time, the customer will be liable to pay Indi Imports a fee to have the product/s re-delivered at a new delivery time/date, as arranged by Indi Imports and the customer. This re-delivery fee is payable by the customer prior to Indi Imports re-delivering the product/s at the new nominated delivery time/date.

6.11 Subject to clause 8 and applicable consumer protection legislation, if the customer accepts delivery of the product/s (or collects the product/s in accordance with clause 6.5) and subsequently changes their mind about the product/s (including where the customer orders the incorrect product), Indi Imports may, in its discretion, agree to:

- i. accept return of the relevant product/s from the customer; and
- ii. provide replacement product/s to the customer. In these circumstances, the customer must pay:
 - i. a re-stocking fee of 20% of the price of the product/s returned; and
 - ii. any difference between the price of the product/s being returned and the replacement product/s selected.

The customer acknowledges that this re-stocking fee represents the costs incurred by Indi Imports in accepting and re-stocking the returned product/s. Indi Imports will not impose the re-stocking fee where the customer is not at fault.

6.12 If the customer:

- i. fails to accept delivery of the product/s, or
- ii. fails to accept delivery of the product/s by Indi Imports within 7 days of being notified by Indi Imports that they are ready for delivery: or
- iii. fails to collect the product/s in accordance with clause 6.5 within 7 days of being notified by Indi Imports that they are available for collection,

Indi Imports may give the customer five (5) business days' notice of termination of this agreement. If the customer fails to collect or accept delivery within that notice period, this agreement is terminated on expiry of that period and Indi Imports may charge the applicable cancellation fee in accordance with clause 4.1 and 4.2.

6.13 If Indi Imports is unable to contact the customer after making reasonable attempts to arrange delivery or collection, Indi Imports may give the customer 30 days' notice of termination of this agreement. If the customer fails to make arrangements within the notice period, this agreement (including any order) is terminated upon expiry of that period and Indi Imports may charge the applicable cancellation fee in accordance with clause 4.1 and 4.2.

7. PRODUCT INSTALLATION

7.1 Indi Imports may arrange for the installation of LOEWE Television and Audio Surround Sound Systems delivered to the consumer's premises within metropolitan areas of Melbourne, Sydney, Adelaide, Perth and Brisbane, provided that the required services are available and no structural work is required ("**LOEWE AV installation**").

7.2 Fees and charges are applicable for all LOEWE Television and Audio installations, details of which will be provided by Indi Imports and agreed with the customer prior to any installation.

7.3 Indi Imports recommends that the products be installed in accordance with the LOEWE Television and Audio installation instructions that accompany each product. If a LOEWE product is not installed in accordance with the instruction manual, this may affect the LOEWE AV warranty offered under clause 9.

A LOEWE AV installation means that the products will be installed in accordance with the instruction manual and that of LOEWE Germany. A request to verify or rectify the installation of a LOEWE AV product/s installed by a party other than Indi Imports or an Authorized LOEWE Retailer / Service Agent will incur a service fee.

7.4 Indi Imports is not liable for any loss or damage to product/s which occurs through installation of the product/s by parties other than Indi Imports or an authorized LOEWE Retailer / Service Agent.

A LOEWE Installation Includes:

- Unpacking and preparing appliance(s) for installation (inclusive of the removal of protective film).
- Disposal of packaging materials.
- Inspection of appliance(s) for any existing damage or defect.
- Inspection of facilities before starting.
- Installation of LOEWE brackets / kits.
- Connection of the appliance(s) to existing electric,

- Insertion of appliance into cavity / niche.
- Levelling and securing your appliance.
- Testing your appliance to make sure it's performing accurately and provide a functional user demonstration.
- Software and diagnostic check including any updates
- Disposal of existing appliance/s on request (additional fees / charges apply).

A LOEWE Installation Does Not Include:

- Completion of structural wall or flooring work including the removal of access doors, securing a plinth, trimming or modifying any cabinetry
- Re-configuration or supply of aerial points, aerial signal or running of any extra cables (such requirements will be charged accordingly)

7.5 Prior to the date of a LOEWE installation, the customer must ensure that all required electrical works have been completed.

7.6 The facilities where the appliance(s) are to be installed should be inspected by the customer prior to installation to ensure that they are free from any defects or obstructions and existing appliances are removed from the niche / cavity, a clear pathway is required.

7.7 The customer must advise Indi Imports prior to the date of installation of any obstructions which may prevent or hinder the installation including, but not limited to:

- Access obstructions.
- Lack of power
- Lack of internet, aerial and our sources required to complete
- Other works being completed at the premises.
- Hazardous materials / substances located at the premises; and
- Flooring deficiencies.

8. OWNERSHIP AND RISK

8.1 Indi Imports remains the owner of the product/s until the price is paid in full by the consumer and the product/s have been delivered to the consumer.

8.2 The consumer must not sell or otherwise deal with the product/s until the price is paid in full to Indi Imports. If the consumer purports to do so, the consumer will be deemed to hold the proceeds of sale or other realization (or the amount equal to the outstanding) on trust for Indi Imports.

8.3 Notwithstanding clauses 8.1 and 8.2, the risk of loss of or damage to the product/s passes to the consumer upon delivery. After delivery, the consumer is responsible for storing the product/s prior to any installation and is liable for any loss or damage which occurs during such storage.

9. WARRANTY

9.1 LOEWE domestic products are subjected to rigorous testing and assessment as to their quality and fitness. Our goods 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.

9.2 Warranties and conditions as to the merchantability and fitness for purpose of LOEWE domestic products are implied under Australian consumer protection legislation. The warranty in this clause 9 is independent of, and does not exclude or limit, any non-excludable statutory warranties and conditions implied by such legislation.

9.3 Indi Imports warrants that the product/s will be free from defects in materials and workmanship for a period of 24 months from:

- i. the date of delivery, or installation
- ii. Indi Imports does not make any further representation or warranties as to the merchantability of its domestic product range.

9.4 Indi Imports reserves the right to inspect and test the product/s for the purpose of determining the extent of any defect and the validity of any claim made under this warranty. All defective parts/products replaced by Indi Imports under this warranty will be deemed to be the property of Indi Imports.

9.5 This LOEWE / Indi Imports warranty will not apply if the product/s is rendered faulty by a factor other than a defect in materials and workmanship. Such factors include but are not limited to:

- i. damage through misuse (including failure to maintain, service or use with proper care), neglect, accident or ordinary wear and tear (including deterioration of parts and accessories and glass breakage).
- ii. use for a purpose for which the product was not sold or designed.
- iii. in the case of household audio visual products, commercial use.
- iv. use or installation (where applicable) which is not in accordance with any specified instructions for use or

- installation.
- v. use or operation after a defect has occurred or been discovered.
- vi. damage through freight, transportation or handling in transit (other than when Indi Imports is responsible).
- vii. damage through exposure to chemicals, dusts, residues, excessive voltage, heat, atmospheric conditions or other forces or environmental factors (including vermin damage) howsoever outside Indi Imports control.
- viii. repair, modification or tampering with by the consumer or any person other than a LOEWE Retailer or an authorized LOEWE Service Agent; or
- ix. use of parts, components or accessories which have not been supplied by or specifically approved by LOEWE / Indi Imports.

This warranty does not apply to consumables such as batteries, filters or globes.

9.6 Consumer must retain proof of purchase (receipt) in order to be eligible to make a warranty claim under this clause 9.

9.7 The LOEWE warranty provided under this clause is not a transferable right.

9.8 Subject to the Australian Consumer Law, a product can only be deemed faulty under the inspection of Indi Imports P/L or an authorized LOEWE Service Agent.

10. HOW TO MAKE A WARRANTY CLAIM

10.1 Conduct a basic check of the product i.e. to establish if it is appropriately connected. It is also a good idea to check the LOEWE user manual. If the problem persists, follow our simple claims process:

1. Notify Indi Imports who will arrange at no cost to you a warranty repair or service, call (03) 9416 7037 or e-mail service@indimports.com
2. Provide and make available the warranty card or a copy of the purchase receipt to show that the warranty applies to the product at the date of the claim.

Please note that Indi Imports may engage other persons or parties to assist it in fulfilling its obligations. We always try to complete repairs in the shortest amount of time possible.

11. COMPLAINTS / CUSTOMER CARE

11.1 We take our customer service seriously and want to hear about any problems, our phone of (03) 9416 7037 between the hours of 9am – 5pm Monday-Friday.

12. PRIVACY

12.1 Indi Imports will collect and deal with the customer's personal information (including name, address, telephone contact or personal details) only in accordance with Indi Imports Privacy Charter and the Privacy Act 1988 (Cth). A copy of the Privacy Charter is available from Indi Imports or www.indimports.com

12.2 Indi Imports may disclose personal information to its related companies and to organisations which provide services (including delivery services) to Indi Imports or which assist Indi Imports in providing services (including repair / warranty services) to its customers.

13. GOVERNING LAW

13.1 This agreement is subject to the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of that State.

14. DEFINITIONS

'Customer' or 'Consumer' means the person or entity whose name and address appears on the order as the purchaser of the product/s.

'LOEWE, LOEWE AV, Indi and Indi Imports' means Indi Imports Australia Pty Ltd. ACN 169495783 ABN 83279909289 of 28 Naxos Way Keysborough 3173 Victoria, Australia.

'Order' means the order provided by the customer or authorized retailer to Indi Imports for the purchase of the product/s and includes an order by way of acceptance of a tender, quotation or offer made by Indi Imports.

'Order confirmation' means the written confirmation of the order by Loewe Australia.

'Product/s' means the LOEWE AV products referred to in the order.

15. ACCEPTANCE OF TERMS AND CONDITIONS

15.1 By ordering/purchasing a Loewe product you accept the above Terms and Conditions of Sale.