

DSE Holdings Pty Ltd (ABN 92 629 172 550) ("**Supplier**", "**we**", "**us**", "**our**") owns and operates this website. Access to and use of this Website is, and the products and services available through this Website (collectively, "**Facility**") are, subject to the following Terms of Use, Terms and Conditions, Privacy Policy and notices ("**Conditions**"). By using the Facility, you ("**Purchaser**") are agreeing to the Conditions as may be updated by the us from time to time. You should check this page regularly to take notice of any changes we may have made to the Conditions. All goods and information available on this website are intended for qualified or training professionals such as hairdressers, beauty therapists, barbers and nail technicians only and are for sale on a strictly business to business basis. You should be competent in using the goods sold on this website. We will not be held responsible for any injury or damages in unqualified users of our goods. We reserve the right to ask for proof of professional status, and refuse any Purchase Order if we believe that you are not a trade customer. As a business user, it is your responsibility to ensure that you are insured for products that you are using. Products on this site are not for sale to members of the general public.

1. Amendments to Terms of Use

We reserve the right to amend the Conditions from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the Conditions as amended.

2. Website

- (a) Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Facility without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.
- (b) You must complete the online registration form in order to submit a Purchase Order on the Website. You will be deemed a member of the Website when the you complete the online registration form ("**Membership**").
- (c) A Purchase Order means any purchase order submitted by you, or a representative of you, to the Supplier in the form determined by the Supplier from time to time, or a purchase order that is otherwise placed or communicated by you, or a representative of you, in writing, verbally, or otherwise to the Supplier, and is accepted by the Supplier, and includes the Conditions and any agreed written variations to the Conditions.
- (d) You must only have one Membership to the Website at any time.
- (e) We reserve the right to refuse or terminate any Membership without prior notice or reason, and in our absolute discretion.
- (f) A Membership is not transferable.
- (a) You are responsible for the safekeeping of your own username and password, and any activity that occurs on your Membership.
- (b) You are liable for all misuse of the Membership by an unauthorised person.
- (c) Should you become aware of any actual or potential unauthorised use of your Membership or password, you must notify us immediately and take immediate steps to re-secure the Membership (including by changing your password).
- (d) Except to the extent otherwise required by Law, we will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of:
 - (i) Your Membership information being incomplete or inaccurate; and
 - (ii) any unauthorised use of your Membership or password which takes place before you notify us.
- (e) If we suffer any loss, damage, cost or expense as a result of any unauthorised use of your Membership or password, which takes place before you notify us then you agree to indemnify us for the amount of that loss, damage, cost or expense.
- (f) If you use our website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account and all passwords. To place an order on the Website, you must be a trading entity (or a professional beauty therapist or hairdresser) (over the age of 16 years), otherwise you are not entitled to complete the on-line registration form required to place a Purchase Order. We reserve the right to refuse service, terminate accounts or cancel orders at our sole discretion

3. Linked sites

This Website may contain links to other websites ("**Linked Sites**"), which are not operated by us. We have no control over the Linked Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

4. Privacy policy

Our privacy policy, which sets out how we will use your information, can be found at <https://www.dsse.com.au/privacy-policy-disclaimer/>. By using this Website, you consent to the processing described in the privacy policy and warrant that all data provided by you is accurate.

5. Prohibitions

- (a) You must not misuse this Website. You agree that you will not:
 - (i) commit or encourage a criminal offense;
 - (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - (iii) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
 - (iv) infringe upon the rights of any other person's proprietary rights;
 - (v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
 - (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.Breaching this provision would constitute a criminal offense and we will report any such breach to the relevant law enforcement authorities and disclose your identity to them.
- (b) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.

6. Intellectual property, software and content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of us, our licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by us and our licensors. You may store, print and display the content supplied solely for your own personal use. You are not

permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

7. Disclaimer of liability

- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- (b) To the fullest extent permitted by law we hereby expressly exclude all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (c) This does not affect our liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

8. Linking to this website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

9. Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with The Supplier and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to the Supplier.

10. Indemnity

You agree to indemnify, defend and hold harmless the Supplier, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Conditions.

11. Variation

We must have the right in our absolute discretion at any time and without notice to amend, remove or vary the Facility or any page of this Website.

12. Invalidity

If any part of the Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Conditions will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

13. Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments. If you have any questions regarding our Goods, or require clarification on the Conditions, or need to contact us for any other reason, you must contact us by email at info@www.dsse.com.au, or by writing to us at Direct Salon Equipment, 31 Brock Street, Thomastown VIC 3074.

Terms & Conditions

14. Definitions

- (a) Delivery Point means in relation to goods or services, the delivery address for the goods or services as communicated in the Purchase Order, or as otherwise specified by you and agreed by us;
- (b) Force Majeure means an event or circumstance, which is beyond the reasonable control and without the fault or negligence of the party claiming force majeure and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstances is limited to of the following:
 - (i) act of God, lightning, storm, flood, fire, earthquake or explosion;
 - (ii) strike, lockout or other labour difficulty;
 - (iii) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic;
 - (iv) riot, invasion, act of foreign enemies, hostilities (whether war be declared or not), military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - (v) ionising radiation or contamination, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - (vi) the effect of any applicable Laws, orders, rules or regulations of any government or other competent authority;
 - (vii) embargo, power or water shortage, lack of transportation, lack of public or private telecommunications networks;
 - (viii) breakage or accident or other damage to machinery;
- (ix) strikes or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected party, its Personnel, sub-contractors or its suppliers, and which affect an essential portion of the works, but excluding any industrial dispute which is specific to the performance of the works or this contract.
- (c) Insolvency Event means, for you, being in liquidation or provisional liquidation, bankruptcy or under administration, having a controller (as defined in the Corporations Act 2001) or analogous person appointed to you or any of your property, being taken

under section 459 F (1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay your debts, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing your own affairs for any reason, taking any step that could result in the Purchaser company becoming an insolvent under administration (as defined in section 9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of your members or creditors, or any analogous event.

15. Contract

- (d) A binding contract is created once we issue you a confirmation of order, along with an order reference number, to the email provided by you under your Membership ("**Contract**"). We are not obliged to accept any order(s) you submit. A Contract may include, but is not limited to:
- (e) the Conditions; and
- (i) any agreed variations in writing.
- (f) Upon acceptance of the Conditions, the Conditions are irrevocable and can only be rescinded in accordance with these Conditions or with our written consent;
- (g) Any quotation issued by us is not and will not be construed as an offer capable of acceptance by you. Any Purchase Order made by you is not binding on us and does not form a Contract until accepted by us in writing in accordance with the Conditions, and we reserve the right, in our sole discretion, to decline any Purchase Order or part thereof made by you. Any Purchase Order or part thereof not accepted is deemed cancelled.

16. Price of Goods and/or Services

- (b) Unless otherwise agreed in writing by the parties, we may publish or otherwise set out the price for the goods and services in the form consistent with our trading practices from time to time, which price is subject to variation without notice;
- (c) If between the date of acceptance of a Purchase Order by us and issue of an invoice to you, there is an increase in the cost to us of supplying the goods and/or services which is beyond our control (which cost includes but is not limited to currency fluctuations, the costs of testing, inspection, labelling, packing and freight and delivery to and off-loading at the Delivery Point, as the case may be) then we may increase the amount of the invoice in line with the increase in cost;
- (d) The price for any goods and/or services does not include the ancillary costs of packing, insurance, freight and delivery of the goods, or the cost of any items used or supplied in the performance of the services, and, all local and foreign duties and taxes, costs, charges or expenses incurred by us in relation to delivery of the goods and the performance of services are payable by the Purchaser, unless we expressly advise you in writing that these ancillary costs of delivering the goods and/or performance of services are included in the price; and
- (e) The price at which the goods and/or services are provided by us to you includes (unless otherwise stated or agreed in writing) GST, if applicable, and any GST payable by us in respect of the supply of the goods or performance of the services must be paid by you.

17. Purchase Orders

- (a) The Purchaser is responsible for any discrepancies or errors in the Purchaser Order.
- (b) By submitting a Purchase Order and by making payment of the price through the Website, you are making an offer to us to purchase the goods and/or services selected for the price paid, on these Conditions.
- (c) You acknowledge that you reviewed the Purchase Order carefully before placing it.
- (d) You acknowledge that all purchases made through the Website are subject to the availability of the goods and that, from time to time, goods may not be available (despite appearing so). As such, we make no representation as to the availability of any goods.

18. Payment Terms

You agree that:

- (b) All Purchase Orders must be a minimum of \$500.00 in value.
- (c) Payment in full is required to be made prior to the dispatch of goods. We accept PayPal, Visa, Mastercard, Amex, Cash and Direct Deposit as our payment methods. We strictly do not accept cheques.
- (d) We are happy to accept deposit payments however the maximum time held for orders are 90 days. Failure to pay any monies owed will mean your order will be forfeited and a 50% restocking fee will be charged.
- (e) We may issue an invoice to you before, at or after the delivery of the goods or the performance of the services in accordance with the Contract;
- (f) You must pay the amount due under the invoice in full, without any deduction, counterclaim, or setoff in accordance with the Conditions;
- (g) At our sole discretion, a deposit may be required. The deposit amount or percentage of the price will be stipulated at the time of the order of the goods and the deposit shall become immediately due and payable;
- (h) The time for payment for the goods and services shall be of the essence, and if credit terms are not offered to you then the time for payment for the goods and services will be stated on the invoice, specified in the Purchase Order or any other order forms as specified by you, or communicated by us to you.
- (i) If the amount payable for the goods and/or services is not paid by the due date noted on the invoice or the Purchase Order or as communicated by us then:
- (i) Interest will accrue on that amount from the date of delivery of the goods and services until the amount is paid in full. Interest will be paid at a rate of 12% per annum. Interest will accrue on a daily basis and be payable on demand.
- (j) You must pay all costs and expenses (including legal costs on an indemnity basis) which may be incurred by us in the attempted recovery of the overdue amounts;
- (k) All Purchase Orders must be finalised and sent off within 3 months of initial order date. Failure to do so will result in a cancellation of a Purchase Order in line with the Conditions.
- (l) We reserve the right to revise at any time the price of goods without notice. All orders for goods are subject to availability and we reserve the right to refuse to supply to anyone for whatever reason.
- (m) You must advise us in writing of the occurrence of any Insolvency Event, any change in its name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of its gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring. Despite any such event, change, or step you remain liable to pay the price for all goods and/or services supplied by us.

19. Membership Discount

- (a) A Membership will entitle you to receive a discount of 10% for every Purchase Order made through the Website ("**Membership Discount**"). The Membership Discount is not redeemable for cash.
- (b) In the event that you do not hold a valid Membership, and you request to receive the benefit of the Membership Discount, you agree to be charged an administrative fee of \$25.00 for the processing of the request.

20. Delivery and Performance

- (a) We try to deliver the goods in accordance with the delivery times. Please note the delivery times stated on the Website are indicative only and we are not responsible for any delays as we use a third-party courier. Neither us or our designated carrier will accept claims for consequential loss due to late deliveries.
- (b) We aim to dispatch your order as quickly as possible and orders for in-stock items will normally be processed and dispatched between 1 to 2 working days from order, depending on the items ordered. Deliveries can take up to 1-7 days depending on your location. Extra charges may apply for large furniture or bulky items.
- (c) You must provide a correct and current Delivery Point. You acknowledge and agree that we will charge you a further fee of \$38.50 if the Delivery Point is incorrect and redelivery is required.
- (d) Unless already agreed between you and us, delivery is to ground floor only and inside the main entrance of the Delivery Point. All goods are packaged for safe transport (including pallets in some cases).
- (e) Delivery is a door-to-door ground floor service and large items will not be taken up to other levels.
- (f) We will not be liable in any way for any failure or delay in delivery or for any loss or damage resulting directly or indirectly from any failure or delay in delivery of the goods irrespective of whether such failure or delay is negligent or within our control or otherwise;
- (g) The risk of loss of the Goods shall pass to you upon delivery of the goods to the Delivery Point;
- (h) If you request expedited deliveries, special routing or special handling of the goods being delivered which results in a higher transportation cost than would be incurred in a delivery but for such request(s), the additional cost incurred by us shall be added to your invoice;
- (i) If, due to any act, matter or thing beyond the control of us, the Delivery Point is unattended, the delivery cannot otherwise be effected or the goods cannot be dispatched, we, in our sole discretion, may store the goods at your own risk and expense or take such other steps as it considers appropriate;
- (j) You may elect in writing to authorise us, or a carrier, to leave the goods in what we, or our carrier deems to be a safe place (unless otherwise stipulated by you) ("**Authority to Leave**"). In the event that you provides an Authority to Leave, you hereby indemnify us and hold us harmless from any liability or responsibility arising from loss and damage sustained to the goods once they have they been left in accordance with the Authority to Leave.
- (k) If any of the goods are damaged or destroyed prior to property in them passing to you, we are entitled, without prejudice to the our rights or remedies under the Contract (including the right to receive payment for the balance of the price of the goods), to receive all insurance proceeds payable for the goods. This applies whether or not the price has become payable under the Contract. The production of these terms and conditions by us is sufficient evidence of our rights to receive the insurance proceeds without the need for any person dealing with us to make further enquiries;
- (l) You must not require or direct the carrier of the delivery to sort or segregate the delivery unless you accept responsibility for all additional carrier charges. If we delivers the goods then, unless otherwise agreed in writing by us, the goods must be unloaded by you immediately on arrival at the Delivery Point.

21. Information on the Website

- (a) Information about goods on the Website is based on material provided by third-parties, suppliers and/or product manufacturers. Except as required by Law, we will not be held responsible for inaccuracies or errors caused by incorrect information supplied to us or by the third-parties.
- (b) By using this Website, you agree to make its own enquiries to verify information provided and to assess the suitability of goods before placing a Purchase Order for the goods and/or services.
- (c) Due to photographic and screen limitations associated with the representation of goods, goods may differ to a small extent in visual appearance (for example in colour) from the way they appear on the Website.
- (d) Where it is suitable to do so, some depictions of products or services are created or chosen by us for promotional purposes, and may not be an exact representation of the goods and/or services received.

22. Custom-Made, Bespoke and Special Orders

- (a) If you wish to custom-design any goods, you acknowledge and agree that we may require full or part-payment with custom-made, bespoke and special Purchase Orders, prior to production, supply or delivery.
- (b) We shall be entitled to increase the price for custom-made, bespoke or specially made goods if there is an increase in the cost to us for supplying the goods and/or services due to changes in the costs of labour, materials, production, transport, duty, exchange rate fluctuations or other increases in the cost to us for supplying the goods.
- (c) If you provide us with specifications for the supply of goods, you warrant to us that the specifications will comply with all applicable Laws relating to the supply of such goods and services and not infringe the trade mark, copyright, patent, design, other intellectual property rights or other rights of any third party, and the Purchaser shall indemnify and keep us fully indemnified from and against any and all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by us arising out of or in connection in any way with the use by us of the said specifications or the manufacture and supply of goods or services based on the said specifications.
- (d) You acknowledge and agree that custom-made, bespoke and special Purchase Orders are tailored to your specifications and accordingly the price for custom-made, bespoke and special Purchase Orders are non-refundable and cannot be cancelled or returned, except where the goods are faulty or defective.

23. Non-refundable Deposits

- (a) Subject to payment of the price by you to us of the goods, and in our sole and absolute discretion, we may agree to hold the goods for a period of no more than sixty (60) days ("**Holding Period**"). In the event that we are required to hold the goods for more than the Holding Period, you and acknowledge and agree to pay us \$5.00 per day for each day after the Holding Period that the goods are held by us until released for delivery ("**Storage Fee**");
- (b) If sixty (60) days has lapsed from the date of the holding request, and you are unable or unwilling to accept delivery on or before the

nominated date for delivery, or are unable to nominate a date for delivery, then you agree that we will continue to hold the goods and charge you the Storage Fee;

- (c) You also agree that the goods will not be dispatched and delivered to you unless you make full payment of the Storage Fee within forty-eight (48) hours prior to the date of dispatchment of the goods.
- (d) You agree that:
 - (i) Your request to hold the goods will be subject to a 30% non-refundable deposit;
 - (ii) the non-refundable deposit amount or percentage of the price will be stipulated at the time of the order of the goods and shall become immediately due and payable;
 - (iii) you will forfeit any non-refundable deposit paid, unless full payment is received by us within 60 days from the date that the non-refundable deposit was paid to us, and the Purchase Order will be cancelled; and
 - (iv) you will forfeit any non-refundable deposit if you cancel a Purchase Order, the goods for which have been placed on hold for you.

24. Title and Risk

- (a) Notwithstanding any other provisions in the Conditions and notwithstanding that you have possession of the goods, we retain the legal and equitable interest in any goods supplied to you until payment in full for, or in connection with, the supply of the relevant goods have been received by us. Further, until payment in full has been received, the following terms apply:
 - (i) Unless you receive prior written consent of us to the contrary, and until the title in the goods passes you, you must:
 - A. refrain from encumbering the goods;
 - B. store, mark and keep appropriate records for the goods so that they can at all times be identified and distinguished as the property of ours, and keep the goods safe and free from deterioration, destruction, loss or harm; and
 - C. allow us full and free access to your premises where the goods are located to retake possession of such goods if you are in any way in breach of the Conditions.

25. Security Interest

- (a) You acknowledge that:
 - (i) The retention of title arrangement described in clause 24 of the Terms and Conditions, constitutes the grant of a purchase money security interest by you in our favour in respect of all present and after acquired goods supplied to you by us;
 - (ii) You grant us a security interest in all goods to which we retain title under the Conditions;
 - (ii) You must promptly sign any documents and provide all information reasonably required by us to register a financing statement or financing change statement on the Personal Property Securities Register pursuant to the PPSA or that we may require in connection with such registrations;
 - (iii) You must immediately and promptly, if requested by us, sign any documents, provide all necessary and reasonably required information and do anything else required by us to ensure that our purchase money security interest is a perfected security interest;
 - (iv) You must notify us in writing of any proposed change to your name or address at least 7 business days before the change takes effect;
 - (v) You will indemnify, and upon demand reimburse, us for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register pursuant to the PPSA, releasing any goods from a security interest perfected by such registration or any other action taken by us to comply with the PPSA (including complying with a demand given under section 178 of the PPSA) or to protect its position under the PPSA;
 - (vi) Any time you make a payment to us, irrespective of whether the payment is made under or in connection with a particular supply of goods, we may apply that payment in any manner and order it sees fit;
 - (vii) You will not enter into any security agreement that permits any other person to have or to register any security interest in respect of the goods or any proceeds from the sale of the goods until we have perfected our purchase money security interest;
 - (viii) For any goods supplied that are not goods that are used predominately for personal, domestic or household purposes, you agree to contract out of the application of sections 95, 118, 121(4), 130, 132(4), 135, 142 or 143 of the PPSA in relation to the goods;
 - (ix) You hereby waive any rights you may otherwise have against us to:
 - A. receive any notices you would otherwise be entitled to receive under sections 95, 118, 121, 130, 132 or 135 of the PPSA;
 - B. apply to a Court for an order concerning the removal of an accession under section 97 of the PPSA;
 - C. object to a proposal of you to purchase or retain any collateral under sections 130 and 135 of the PPSA;
 - D. receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest we may have in the goods supplied to you from time to time; and
 - E. The expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA, and any references to sections are to sections of the PPSA.

25.2 Risk

- (a) You acknowledge and agree that the risk in the goods passes to you on delivery of the goods or on dispatch of the relevant invoice in respect of the goods, whichever is the earlier and from that time you assume all risk of loss and damage to the goods including without limitation all loss or damage in the course of unloading the goods following delivery.

26. Warranties relating to Goods

- (a) Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.
- (a) You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- (b) Warranty claims must be submitted in writing to warranty@dsse.com.au with supporting images of said faults and original receipt information.
- (c) Claims under a warranty will require dated proof of purchase, the product tracking number and receipt of the registered warranty, plus photographic images to support the claim. The claim should be made promptly following the discovery of any alleged defect.
- (d) Transportation to and from us is your responsibility, including loss of time and packing. You acknowledge and agree that you are

responsible for all packaging and delivery costs to return the goods to us.

- (e) You acknowledge and agreed that we are not responsible or liable for any damage to your goods in transit back to us.
- (f) In the event that your warranty claim is not accepted by us, you acknowledge and agree that the relevant goods will be returned to you only at your expense.

27. The DSSE Warranties

- a) In addition to your rights under the Australian Consumer Law, we also offer certain warranties against defects from the date the goods are released to you.
- b) All goods sold by us are intended for use by professionals in the salon and beauty trade and not for use by members of the general public except under the direct supervision of a trained professional beauty therapist and/or hairdresser and we and the hosts of the Website accept no responsibility for and exclude any and all liability in connection with the use or misuse of any products purchased from us.

27.2 Five (5) Year Structural Warranty

- a) We offer a five (5) year structural warranty on some of the goods. The warranty includes:
 - (i) Steel structural frame elements are warranted against breakage for a period of five (5) years.
 - (ii) Timber frames and steel insert frames are also warranted against breakage for a period of five (5) years.

27.3 Warranty of Foam

- a) All seat and back inserts including foam inserts are warranted for a period of 12 months.
- b) Loss of foam resiliency should not be confused with softening of foam or stretched covers, which may result from normal use. Owners of upholstered furniture should also expect foam to compact over time.

27.4 Warranty of Upholstery

- a) Our upholstery is warranted against tearing, seam slippage, fraying and cracking for a period of 12 months to 24 months depending on the item sold.
- b) The warranty does not cover tears, flattening of nap, pilling, fading or shrinkage and is not valid when heavy soiling or abuse is evident.
- c) The warranty does not cover normal fading, damage due to improper use, damage from lack of required caution and/or regular care and maintenance.
- d) The warranty does not include stretching of fabric. This is normal and results from normal use. Exposure of fabric to direct sunlight or extreme light sources will cause fading and damage and is not covered by the warranty.
- e) The Supplier assumes no warranty obligations for defects arising from normal wear and tear, accidents, acts of God, negligence, misuse, abuse, shipping/handling or alteration of the products.

27.5 One (1) Year Warranty Mechanism/Hydraulic Pumps

- a) Recliner mechanisms including steel springs are warranted against breakage for a period of one (1) year. Please note that this does not cover any type of minor sound or noise in the mechanism or unevenness in swivel mechanisms. This is normal and the result of general use.
- b) Hydraulic pumps are warranted for a period of one (1) year unless otherwise stated on the product page.

27.6 One (1) Year Warranty Electrical

- a) Warranty period for defects of new motors and related parts are one (1) year unless otherwise stated on the product page.

27.7 One (1) Year Required Maintenance

- a) Proper cleaning and making sure all fasteners are tightened must be performed regularly. Check and tighten all bolts, screws and knobs every four (4) months on salon chairs.
- b) Regular dusting with a damp, clean cloth and the use of appropriate cleaning and protection products performed every four (4) months.
- c) Soiled areas of upholstery should immediately be cleaned with appropriate cleaners. Do not use any cleaners that contain kerosene, silicon and/or solvents.
("Maintenance")
- d) If you fail to ensure the Maintenance, the DSSE Warranty will become void.

28. Installation of Goods

- a) We are not in the business of installing goods. If you purchase a plumbing good, and/or a good that requires plumbing works, you acknowledge that it is your responsibility to ensure that the plumbing of the goods is installed by a plumbing practitioner that is licensed and is authorised to do so by the Victorina Building Authority.
- b) We will not be responsible for any installation of the goods by a third-party, and/or unlicensed practitioners or for any damage caused to the goods during or by the installation, or for the goods failing to work due to installation.
- c) Should a fault arise after the installation of the goods, we reserve the right to verify the identity, license, and/or invoices of plumbing services performed by the licensed plumbing practitioner.

29. Return and/or refunds of Goods

- a) We do not offer refunds or exchanges for 'change of mind';
- b) If goods have been ordered in error and/or are no longer required, please contact our Customer Support Team immediately on 1800 00 3773 to request a cancellation;
- c) If we can process your cancellation before the items have been shipped. You will receive a full refund minus a 10% cancellation fee of the total order amount. This fee covers handling and processing costs. If your goods have been shipped or are packed and ready to ship before we are able to stop it, you will be required to return the items at your shipping costs and the order will be subject to a 20% restocking fee. You must cover all costs incurred (ie. shipping will not be refunded and return shipping must be covered by you too);
- d) We do not provide refunds, or accept cancellations, for custom made, special order or bespoke goods cannot be accepted unless there is a manufacturing defect or the goods are not as ordered;
- e) In case we have placed a backorder we immediately have to make the payment to our suppliers to assure you are first in line to have the product shipped to you once it's available. Once an order is confirmed the items are kept aside and marked as sold, which means that if you cancel the order for any reason you would be charged a 30% restocking fee.
- f) Returned goods will only be accepted where a returns authorisation has been given. The relevant reference number must be quoted

on accompanying documentation. For your own protection, please obtain a receipt from the carrier, as we accept no responsibility for lost parcels;

- (g) Goods which are given free, as part of an offer, are not exchangeable or refundable unless the full offer is returned, subject to the Conditions;
- (h) We will only refund the amount of the goods excluding any freight costs;
- (i) You acknowledge and agree to allow up to 7 days for administration for any returned goods;
- (j) We recommend that you make sure that you order carefully as there will strictly be no refunds once a Purchase Order has been placed and paid for. Again, only when authorisation is approved by us will a refund be accepted minus a 30% restocking charge from the total order placed.

30. Termination

- (a) Without prejudice to any of its other rights, powers or remedies, we may cancel any order for the delivery of goods and terminate any Contract governed by the Conditions if:
 - (i) the terms of payment for any goods delivered to you by us have not been strictly adhered to by you;
 - (ii) you default under any of your under the conditions; or
 - (iii) there is an Insolvency Event.
- (b) We will be entitled to payment for all goods delivered up to the effective date of termination. Termination of the Contract is without prejudice to our rights accruing up to the date of termination.

31. Force Majeure

- (a) Subject to the requirement to give notice under this clause, if the performance by any party ("**Affected Party**") of all or any of its obligations under the Contract is prevented or delayed in whole or in part due to any Force Majeure Event, the Contract will continue and remain in effect but the Affected Party will not be in breach of the Contract for that reason only, and the Affected Party will be granted a reasonable extension of time to complete performance of its affected obligations.
- (b) The Affected Party must promptly after becoming aware of a Force Majeure Event, give written notice to the other party of the nature of the Force Majeure Event and the way and the extent to which its obligations are prevented or delayed and notify the other party of any material change in these matters and use its reasonable endeavours to limit the effects of the Force Majeure Event, and promptly carry out its obligations as soon as, and to the extent that, it is able to do so.
- (c) After 14 days (or earlier if agreed by the parties) of being given notice, either party may terminate the Contract or negotiate to allow part fulfilment or deferment of the obligations of either party the Contract.
- (d) Upon completion of a Force Majeure Event, the Affected Party must, as soon as reasonably practicable, recommence the performance of its obligations under the Contract.
- (e) A Force Majeure Event does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- (f) You have no entitlement to, and we have no liability for:
 - (i) any costs, losses, expenses, damages or the payment of any part of the contract price during a Force Majeure Event;
 - (ii) any delay costs in any way incurred by you due to a Force Majeure Event.

32. General

- (a) These terms and conditions of purchase constitute the entire agreement between you and us relating to the purchase of our products and supersedes all other agreements or understandings between you and us;
- (b) Failure or neglect on our part to enforce at any time any of the provisions in these terms and conditions shall not be construed nor shall be deemed to be a waiver of our rights hereunder nor in any way effect the validity of the whole or any part of these terms and conditions nor prejudice our rights to take subsequent action;
- (c) If any provision in these terms and conditions is deemed to be illegal or unenforceable by any competent authority such terms and conditions shall to that extent be severed from the rest of the provision of these terms and conditions which will remain in full force and effect. We will not be liable for any failure or delay in performing our obligations due to circumstances beyond its reasonable control.