



# TERMS & CONDITIONS

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## ACCEPTANCE OF QUOTE

The buyer's acceptance of the quote confirms acceptance of the Terms and Conditions as stated on the quote. The following conditions are the only conditions accepted by Firefly Lighting. No variations are accepted unless agreed to in writing.

## VALIDITY

Quotations are valid for 14 days from the issue date and is subject to review thereafter.

## PRICES

Ex-Firefly Lighting warehouse (lamps, transformers, control gear is not included unless stated). Prices are valid only for the quantities quoted. A re-quote will be supplied for changed quantities.

## GST

Line Prices are quoted EX GST. Total Price includes GST.

## LATE PAYMENT

Should payment not be received as per the terms outlined above, interest of 9.5% per annum will be charged on the outstanding amount.

## NON PAYMENT

Firefly Lighting reserves the right to refer a Client's account to a debt collection agency should payment remain outstanding for more than 60 days.

## EARLY SETTLEMENT

Early settlement discounts as agreed, not paid in full on or before the due date will lapse and will no longer be available.

## LABOUR

All labour is estimated. All hours will be billed as worked. Labour quotes assume the work will be carried out during standard business hours, 9.00am to 5.00pm Monday to Friday. After hours and weekend work will be charged at a higher rate. All rates are for Brisbane Metropolitan area. Labour rates do not include, delays, site allowance, per diem and travel allowances. These rates will be quoted separately.

## ORDER PLACEMENT

A formal Purchase Order or quote acceptance is required in writing prior to Firefly Lighting processing any

orders. A specific delivery schedule is required in writing prior to Firefly Lighting processing any custom orders. The purchaser acknowledges and agrees that once delivery schedule is provided Firefly Lighting will order equipment with a view to provide on this date. Refer to DELIVERY item below. Should the purchaser's delivery requirements change or be delayed, and Firefly Lighting is unable to delay delivery of the order with the supplier, the purchaser shall accept delivery and invoice of goods on the originally supplied delivery date.

## DELIVERY

All our items are checked for correct quantities prior to delivery. It is important to thoroughly check your goods upon delivery and notify Firefly Lighting within 24 hours of receiving the order of any perceived discrepancy in quantity. Any claim arising from a perceived discrepancy must be made in writing to sales@fireflylighting.com.au within 5 days of date of delivery, otherwise the customer is deemed to have accepted the goods and liability for the goods. Lead times are indicative only. Following placement of an order, the lead times will be checked and confirmed. The buyer acknowledges that supply is subject to delivery of products to Firefly Lighting and Firefly Lighting cannot be held legally responsible for delays due to manufacturer supply variations and delays in shipping.

## FREIGHT

Quoted freight costs are estimates only. The buyer acknowledges that this will be adjusted where necessary.

## HARDWARE / CONSUMABLES ALLOWANCE

Quoted Hardware/ Consumables Allowance is an estimate. The buyer acknowledges that this will be adjusted where necessary. Where a project includes Hardware/Consumables Allowance the item will be Invoiced on the first issued Invoice where multiple Invoices are issued.

## VARIATIONS

Variations will only be accepted in writing. Additional quantities will be quoted at the current price, which maybe greater than the quoted price. Reductions in quantities will

be accepted under the terms of "Cancellation of Orders".

## CANCELLATION OF ORDERS / RETURNS

To register a return, raise a service call request, or book project commissioning, please do so by emailing sales@fireflylighting.com.au. Where a Quote is a Project Price, NO returns are available. Custom and Made To Order Items cannot be cancelled. Full Price will be charged. Cancelled Orders will incur a 15% restocking fee. All returns of goods and the credit allowed upon the return of goods is at the absolute discretion of Firefly Lighting. Any credit claim must be made within 7 days of delivery. No cash refunds will be issued for any credit claims. The Buyer is responsible for all freight and other charges associated with the return of goods to Firefly Lighting.

## CUSTOMISATION / ALTERATION

Pricing does not include fixture customisation, i.e non standard cable lengths, colour variations, unless stated in the line item. Customisation will be charged in addition to the line item price and may alter delivery times.

## STORAGE

Should the agreed delivery date be delayed by the client, Firefly Lighting will charge a storage fee of \$50 per pallet (or part thereof), per week.

## WARRANTY

As outlined on product data sheets. Please see our website for warranty details. Variation to warranties must be agreed in writing. Strictly back to base.

## SAMPLES

Where required samples will be supplied for a maximum of 1 week. Longer periods maybe arranged through negotiation. Items are to be returned in like condition to when they were supplied and in a timely fashion. In the event that items are damaged or not returned upon request the item will be Invoiced at Retail Price (plus GST).

## E. & O.E.

Firefly Lighting will not accept responsibility for transcribing errors in quantities or price. The buyer acknowledges that they have checked quantities required before placement of the order.