

OSMEN TERMS AND CONDITIONS

1. Your purchase with Osmen Furniture is subject to these Terms and Conditions of Sale by signing the invoice you are of the agreement to these Terms and Conditions of the Sale. This is a Legal Binding contract between you and Osmen OS International Group Pty Ltd ABN 34097130642 should you not accept these terms and conditions then you cannot proceed with this order with the company.
2. Prices are subject to change at any time, once the order has been confirmed and deposit has been made the price is then fixed.
3. You agree to pay the delivery and installation charges as they are calculated and listed in the confirmation at the time of purchase found on the invoice or sales order.
4. Osmen Furniture has the right to refuse a sale should they choose to.
5. All pricing includes all taxes unless otherwise noted.
6. All products listed on the invoices are as accurate as possible.
7. All measurements and dimensions are approximate only.
8. Delivery times are approximate only, the estimated date of delivery will depend on where your order is being delivered to.
9. It is the customers responsibility to ensure correct delivery address and access details that are provided to Osmen Furniture.
10. Osmen Furniture shall use all reasonable endeavours to meet the estimated delivery date and provided that Osmen delivers the products with in a reasonable time, you agree that Osmen is not and will not be liable for any loss or damage, however it arises, and the product are not delivered by the estimated date.
11. Delivery of products to the customer needs to be paid in cash directly to the driver and this amount will be noted on the invoice
12. Deliveries that have been arranged by Osmen Furniture and the customer has not been there to accept the goods will result in a second delivery fee charged to the customer, at all times the customer will be notified of delivery times and days , however these are approximate only, we accept no responsibility for items that are damaged after delivery or moved and packaging that has been damaged after delivery.
13. Osmen Furniture does not refund goods for change of mind, the customer has a two day cooling off period any sale that progresses over the two days will result the customer being charged a cancellation fee of 20% of the total sale. Except Floor stock purchase.

All credit card payments are subject to fees and charges were applicable, Amex and Diners cards are charged at a higher rate

Interest free is through ZIP MONEY and is subject to terms and conditions and fees and charges as listed on the ZIP website.

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 major failure. To the extent that they are compatible with consumer laws in Australia, the exclusions and provisos that apply to Osmen Warranty apply to the consumer guarantees.

Osmen Warranty period will be

- (A) All furniture 12 months unless otherwise stated, with floor stock and selected end of line and discontinued stock a limited warranty will apply.

OSMEN TERMS AND CONDITIONS

- (B) All returns of products are to be with packaging in tact, ripped and damage packaging may result in your warranty claim being refuse
- (C) All warranty claims will require the customers to support their claims by completing a customer service claim form and supplying photographic evidence along with a copy of the original sales invoice as proof of purchase.
- (D) Should customers not have proof of purchase the claim for warranty can be refused.
- (E) All warranty claims will take between 7-10 working days to complete and it is the companies discretion based on the information provided as to the outcome of the claim.
- (F) Any damages that have been done to the products by the customers or from neglect or lack of care may result in the claim being refused.
- (G) All timber products that are sold require the customer to maintain the product and use care products to ensure that the timber is cared for,
- (H) All glass products will be inspected prior to delivery and again the customer must care for these products and place them in a suitable area, our glass is tempered glass we advise all customers to ensure the safety of all home and family by being aware of the product, excessive heat and cold and abuse of this product can result again in the claim being denied.
- (I) Outdoor cushions are weather resistant not weatherproof, excessive water will penetrate the cushion as the cushion requires air to circulate.
- (J) We recommend that all cushions are placed inside each night and re displayed , no cushions are not to be machine washed as they will loose their coating.
- (K) All products that are not maintained will result in a refusal of the warranty being accepted, any modifications will also result in the claim being refused.
- (L) At no times will Osmen Furniture accept responsibility for any product that has been on sold, or resold, all floor stock is sold as is and noted on the invoice, all seconds and clearance does not have to have a warranty as outlined by Australia Consumer Law.
- (M) It is the customer s responsibility to inspect their goods at time of sale and upon delivery to ensure that the correct item was sold and delivered.
- (N) Once the customer has signed that the item is correct at time of sale and delivery then it will be the companies' discretion if a warranty is raised.
- (O) Accessories can be exchanged in 7 days in regards to refunds on accessories the customer must have a proof of purchase and we then will only refund of damages.

Refunds

All refunds are to be completed by the same credit card/efpos card that was used at time of purchase.

All refunds are only on items that have a manufacturing default only, we do not refund on change of mind or damages done product by the customer of a third party.

All refunds will be provided less the cost of Freight, the Freight charge will be deducted from the overall refund amount.

No refunds are permitted on floor stock and clearance.

All refunds are governed under Fair Trading Laws which can be found under the Fair Trading Website.

Refunds Repair Exchange of items under consumer Law will be under the discretion of the Company.

Returns of products must have proof of purchase. All returns must have packaging in tact where applicable, returns must be within 7 days.

All returns must be at the store of purchase.

Exchange of goods are under the companies discretion and condition of product with the proof of purchase. Exchanges are 7 days from time of purchase. All exchanges must be taken back to the original place of purchase.

OSMEN TERMS AND CONDITIONS

Delivery

Deliveries are times are approximate only, we do not take any responsibility for extended delays of products that are manufactured or shipped.

Local delivery times are an estimated time only, we do not take responsibility for time delays or change of delivery days.

Once a delivery time is booked and confirmed it is the customers' responsibility to be there to accept the delivery

Any deliveries that are made but the customer is not there to accept will result in a second delivery being charged.

Our drivers take the outmost care with all deliveries and it is the customers' responsibility to ensure that the correct access is made available to them.

If the access is incorrect that will result in the products being returned and a pick up fee and re-delivery fee being charged, we will not refund on the incorrect access but we will offer a customer exchange less the freight costs being deducted.

Our drivers delivery only except if an installation fee has been applied, our drivers will not install any products without the invoice stating this.

Any damage at time of delivery needs to be reported to the driver immediately and to the store on the day that it happens, any damages to the customers property must be reported to the driver with photographic evidence to support the damage and a claim will need to be submitted.

Delivery charges are approximate only, any delivery requirements that are not part of a standard delivery can result in additional costs charged.

Refusal to accept a delivery will result in the product being returned and additional costs being charged.

Incorrect products that have been delivered will be placed on the next delivery possible, we take care at all times and ask our customers to check carefully the goods on their invoice and delivery items.

Store pick ups and warehouse pick ups once signed for and inspected will result in a claim process being handled for any damages after the goods have left the premises which the customer has 7 days to complete.