

FIFTH AVENUE BATHROOM FURNITURE

WHOLESALE TERMS & CONDITIONS OF SALE

Legal Entity: FABF Holdings Pty Ltd

Trading Name: Fifth Avenue Bathroom Furniture

ABN: 75 630 525 530

Registered Business Address: 3/35 Taunton Drive, Cheltenham VIC 3192

Contact Email: hello@fifthavenuebf.com.au

Effective Date: 23/10/2026

Version: 1.1

1. GENERAL CONDITIONS

1.1 These Terms and Conditions of Sale ("Terms") govern the supply of products and associated services by FABF Holdings Pty Ltd trading as Fifth Avenue Bathroom Furniture ("Fifth Avenue", "we", "us" or "our") to its wholesale and trade customers ("Customer", "you" or "your").

1.2 These Terms apply to all quotations, orders, order confirmations, invoices and supplies unless otherwise agreed in writing by an authorised representative of Fifth Avenue.

1.3 By placing an order after receiving or being given reasonable notice of these Terms, the Customer agrees that these Terms will apply to that order, subject to any separately agreed written terms.

1.4 Where a separate written trading agreement exists, that agreement will prevail to the extent of any inconsistency.

1.5 Any terms appearing on the Customer's purchase order or other documentation will not override these Terms unless expressly accepted by Fifth Avenue in writing.

1.6 Nothing in these Terms excludes, restricts or modifies any right, guarantee or remedy that cannot lawfully be excluded under applicable Australian law.

2. WHOLESALE ACCOUNTS

2.1 Fifth Avenue operates principally as a wholesale supplier to approved retail and trade customers.

2.2 Customers must provide accurate business information, including their legal entity, ABN, contact details, delivery addresses and other information reasonably required to establish and maintain a trading account.

2.3 Approval of a wholesale account does not automatically constitute approval for credit facilities.

2.4 Fifth Avenue reserves the right to reasonably review, suspend or terminate an account where the Customer breaches these Terms, provides materially inaccurate information or presents an unacceptable credit risk.

2.5 The Customer must notify Fifth Avenue promptly of any material change to its business details, ownership, trading entity or financial circumstances that may affect its account or credit arrangements.

3. QUOTATIONS AND PRICING

3.1 All quotations are issued in Australian dollars (AUD) and remain valid for 30 days unless otherwise stated.

3.2 Prices are exclusive of GST, freight, insurance and other applicable charges unless expressly indicated otherwise.

3.3 GST will be applied in accordance with Australian taxation law.

3.4 Pricing applicable to an order will be the pricing confirmed by Fifth Avenue when the order is accepted, including any agreed promotional or special pricing.

3.5 Fifth Avenue may amend its price lists from time to time. Updated pricing will apply to future orders following reasonable notice to affected Customers. Price changes will not apply retrospectively to accepted orders without agreement, except where otherwise permitted by law or these Terms.

3.6 Where a quotation, price list or other document contains an obvious clerical or calculation error, Fifth Avenue will promptly notify the Customer and seek agreement to a correction before proceeding with the affected supply.

3.7 Fifth Avenue may revise or discontinue promotional pricing in accordance with the published conditions of the promotion.

4. ORDERS AND ORDER CONFIRMATION

4.1 All orders must be submitted through an approved ordering method and must contain sufficient information to identify the required products.

4.2 The Customer is responsible for verifying product codes, dimensions, finishes, quantities, configurations, delivery details and any special requirements before submitting an order.

4.3 An order is not accepted until Fifth Avenue issues written order confirmation or otherwise expressly accepts the order.

4.4 The Customer must carefully review the order confirmation and promptly notify Fifth Avenue of any discrepancies.

4.5 Requested modifications or cancellations after order acceptance are subject to written approval by Fifth Avenue.

4.6 Fifth Avenue may reasonably refuse an order where a product is unavailable, specifications cannot be achieved, account requirements have not been met or there are legitimate credit or supply concerns.

4.7 Any proposed alternative product or specification must be approved by the Customer before substitution.

5. CUSTOM-MADE AND SPECIAL-ORDER PRODUCTS

5.1 Custom-made products include goods manufactured or modified specifically to the Customer's instructions, including non-standard dimensions, finishes, cabinetry configurations, benchtops and other bespoke specifications.

5.2 The Customer is responsible for checking and approving all custom dimensions, drawings, specifications, cut-outs, colours, configurations and other requirements before manufacture.

5.3 Unless Fifth Avenue has expressly agreed to undertake site measurement or design verification, the Customer remains responsible for the accuracy and suitability of specifications supplied by the Customer.

5.4 Following final specification approval and commencement of manufacture or procurement, custom-made and special-order products cannot be cancelled or changed without written consent from Fifth Avenue.

5.5 Where Fifth Avenue accepts a cancellation or modification, the Customer may be required to pay reasonable and demonstrable costs already incurred, including materials, labour, procurement, handling and other non-recoverable costs.

5.6 Custom-made and special-order products are not eligible for change-of-mind returns unless Fifth Avenue expressly agrees otherwise in writing.

5.7 Nothing in this section limits rights relating to faulty, incorrectly supplied or otherwise non-compliant goods.

6. PAYMENT TERMS

6.1 Payment terms are those stated on the invoice, approved credit application or separate written trading agreement.

6.2 Unless credit terms have been expressly approved, payment is required before dispatch or collection of goods.

6.3 Customers operating approved credit accounts must pay invoices in full by the applicable due date.

6.4 All payments must be made in Australian dollars by an accepted payment method.

6.5 Payments are considered received once cleared funds are available to Fifth Avenue.

6.6 The Customer must promptly notify Fifth Avenue of any disputed invoice amount, identifying the invoice and reasons for the dispute. Undisputed amounts remain payable by their due dates.

6.7 Fifth Avenue may suspend further credit supplies or require payment in advance where undisputed amounts remain overdue after reasonable notice.

6.8 Where legally recoverable, the Customer may be required to reimburse Fifth Avenue for reasonable external costs actually incurred in recovering overdue debts.

6.9 Fifth Avenue may commence lawful debt recovery proceedings in respect of unpaid amounts after providing any notice required by law or agreement.

6.10 Any interest on overdue accounts will apply only where expressly specified in the Customer's accepted credit agreement or other written agreement, and only to the extent permitted by law.

7. RETENTION OF TITLE

7.1 To the extent permitted by law, ownership of goods supplied by Fifth Avenue remains with Fifth Avenue until payment in full for those goods has been received in cleared funds.

7.2 Until ownership passes, the Customer must take reasonable care of the goods and must not knowingly deal with them in a manner inconsistent with Fifth Avenue's rights, except as permitted by these Terms.

7.3 Where goods are supplied for resale in the Customer's ordinary course of business, the Customer may resell those goods before payment, subject to the security interests and applicable law.

7.4 The Customer acknowledges that this retention-of-title arrangement may constitute a security interest under the Personal Property Securities Act 2009 (Cth) ("PPSA").

7.5 The Customer agrees to provide information and reasonable assistance required to enable Fifth Avenue to register, maintain or enforce any valid security interest on the Personal Property Securities Register ("PPSR").

7.6 Where payment defaults, Fifth Avenue may exercise its lawful rights in relation to unpaid goods, including recovery of identifiable goods where legally permitted.

7.7 Any recovery or enforcement activity will be undertaken in accordance with the PPSA and other applicable laws. No right of unrestricted entry to the Customer's premises is created by these Terms.

7.8 Nothing in this section limits any rights or obligations that cannot lawfully be excluded or modified under the PPSA.

8. DELIVERY AND FREIGHT

8.1 Delivery dates and production lead times are estimates unless Fifth Avenue expressly agrees in writing to a fixed delivery date.

8.2 Fifth Avenue will use reasonable endeavours to meet confirmed delivery timeframes and will notify the Customer of material delays when reasonably practicable.

8.3 Freight charges will be communicated or calculated in accordance with the relevant quotation, order confirmation or agreed freight arrangements.

8.4 Where Fifth Avenue arranges delivery, the Customer must provide a suitable and accessible delivery location and ensure that an authorised person is available to receive the goods where required.

8.5 Unless otherwise agreed, delivery is to the nominated accessible unloading point. Unpacking, installation, internal relocation, crane lifting or specialised handling are not included.

8.6 Additional charges reasonably incurred due to incorrect addresses, failed delivery attempts, restricted access or Customer-requested redelivery may be passed on to the Customer, provided such charges are reasonable and disclosed where practicable.

8.7 Where the Customer arranges its own carrier, the Customer is responsible for communicating any special handling requirements to that carrier.

8.8 Partial deliveries may be made with the Customer's agreement or where reasonably necessary, provided the Customer is informed of the arrangement and any additional charges are agreed.

9. TRANSFER OF RISK

9.1 Where Fifth Avenue arranges freight, risk of accidental loss or damage passes to the Customer upon delivery to the agreed delivery location and completion of the applicable delivery handover.

9.2 Where the Customer arranges collection or independently appoints a carrier, risk passes when the goods are collected by the Customer or handed to the Customer's appointed carrier.

9.3 Where goods remain in Fifth Avenue's possession at the Customer's request after being made available for collection, risk and any applicable storage arrangements will be dealt with under the agreed collection or storage conditions.

9.4 Transfer of risk does not itself transfer legal ownership and does not remove any statutory rights or obligations relating to the supply of goods.

10. INSPECTION, SHORTAGES AND TRANSIT DAMAGE

10.1 The Customer must inspect goods as soon as reasonably practicable after receiving them and before installation, modification or resale where practicable.

10.2 Claims relating to visible transit damage, missing items, incorrect products or other apparent delivery discrepancies should be submitted in writing within seven (7) calendar days of receipt.

10.3 Where possible, claims should include the invoice or order number, affected product codes, description of the issue, photographs of the goods and packaging, and any relevant delivery documentation.

10.4 Damaged packaging or visible damage should be noted on the delivery documentation where reasonably practicable.

10.5 Goods reported as damaged must be retained, together with relevant packaging, where reasonably necessary to enable investigation, unless doing so is unsafe or impracticable.

10.6 Failure to notify Fifth Avenue within seven days may affect its ability to investigate or pursue freight-related claims but does not automatically invalidate an otherwise legitimate claim or any non-excludable legal right.

10.7 Concealed manufacturing defects and issues not reasonably apparent at delivery will be assessed under the applicable warranty and legal obligations.

11. RETURNS AND CANCELLATIONS

11.1 Returns for change of mind, incorrect ordering or Customer-requested cancellation require prior written authorisation from Fifth Avenue.

11.2 No unauthorised returns will be accepted for credit.

11.3 Subject to written approval, eligible change-of-mind returns may incur a restocking fee of up to twenty per cent (20%) of the original purchase price of the returned goods.

11.4 Any restocking fee will be confirmed when the return is approved and will reflect applicable administration, inspection, handling, repackaging and restocking requirements.

11.5 Unless otherwise agreed, approved change-of-mind returns must be unused, uninstalled, in their original packaging and in a condition suitable for resale.

11.6 The Customer is responsible for the reasonable return freight and handling costs associated with approved change-of-mind returns, unless otherwise agreed in writing.

11.7 Custom-made, specially manufactured, modified or specifically procured products are not eligible for change-of-mind returns unless Fifth Avenue agrees otherwise in writing.

11.8 Products installed, altered, damaged through handling or otherwise rendered unsuitable for resale may be declined for discretionary return.

11.9 Where goods are faulty, not as described or incorrectly supplied by Fifth Avenue, the applicable warranty, contractual and statutory remedies will apply. No change-of-mind restocking fee will be imposed on a return required by law.

11.10 Approved credits will be processed within a reasonable period after the relevant goods and return documentation have been assessed.

12. PRODUCT SPECIFICATIONS AND VARIATIONS

12.1 Fifth Avenue supplies products manufactured using materials that may naturally vary in colour, grain, texture, pattern and appearance.

12.2 Product images, samples, showroom displays, catalogues and digital representations are intended to provide a reasonable indication of product appearance. Variations may arise due to manufacturing batches, natural materials, lighting, photographic conditions and screen settings.

12.3 Minor variations within reasonable manufacturing tolerances are not necessarily defects, provided the products remain consistent with their description, agreed specifications and applicable legal requirements.

12.4 Fifth Avenue may make minor technical or manufacturing improvements that do not materially alter the product's agreed appearance, performance, quality or intended use.

12.5 Material changes affecting the product's agreed specifications require Customer approval before supply.

12A. Timber and Timber Veneer

12A.1 Solid timber and timber veneer are natural materials. Differences in grain structure, knots, figuring, tone, texture and colour are inherent characteristics.

12A.2 Natural movement, expansion and contraction may occur in response to environmental temperature and humidity.

12A.3 Products manufactured from natural timber or veneer may differ from showroom samples or previous production batches.

12A.4 Where a Customer requires a specific timber characteristic, colour selection, grain direction, pattern or other aesthetic outcome, the requirement must be submitted in writing and expressly accepted by Fifth Avenue before manufacture.

12A.5 Unless a specific request has been accepted in writing, timber and veneer products will be manufactured in accordance with Fifth Avenue's standard material selection and production practices.

12A.6 These provisions do not exclude claims involving manufacturing defects, failure to meet agreed specifications or applicable statutory guarantees.

12B. Stone, Engineered Surfaces and Benchtops

12B.1 Natural and manufactured stone surfaces may display variations in veining, pattern placement, tone and appearance between slabs and production batches.

12B.2 Where a particular slab, pattern placement or vein alignment is required, the Customer must obtain written confirmation before manufacture.

12B.3 Minor variations in pattern and appearance are not automatically defects where the product conforms to its description and agreed specifications.

12B.4 Stone and surface products must be handled, supported, installed and maintained in accordance with the applicable product instructions.

13. INSTALLATION AND PRODUCT HANDLING

13.1 Unless expressly included in the order, Fifth Avenue supplies products only and does not undertake installation.

13.2 Installation must be performed by appropriately qualified or licensed persons where required by law, using suitable methods and in accordance with the relevant installation instructions and applicable standards.

13.3 Products must be checked for visible defects, damage, correct dimensions, colour, configuration and suitability before installation, drilling, cutting or permanent fixing.

13.4 The Customer is responsible for ensuring that relevant installation instructions and product information are provided to the installer and, where appropriate, the end user.

13.5 Fifth Avenue is not responsible for damage directly caused by incorrect installation, unauthorised modification, misuse, unsuitable site conditions or failure to follow applicable care instructions, except to the extent such responsibility cannot legally be excluded.

13.6 Installation of a product does not extinguish valid warranty or statutory rights.

14. PRODUCT WARRANTIES

14.1 Fifth Avenue provides the express product warranties specified in Section 15, subject to the applicable product warranty conditions and exclusions.

14.2 Warranty periods commence on the date of original supply to the end customer where that date can be reasonably substantiated. Otherwise, the date of sale to the wholesale Customer will be used, subject to any more favourable published product-specific warranty.

14.3 Warranties cover qualifying defects in materials or manufacturing workmanship arising under normal, intended use.

14.4 To the extent permitted by law, warranties do not cover deterioration or damage caused by misuse, accidental damage, impact, negligent handling, unauthorised modification, inappropriate cleaning products, failure to perform reasonable maintenance, or installation that does not comply with applicable instructions.

14.5 Ordinary wear and tear and expected characteristics of natural materials are not manufacturing defects merely because they occur during the warranty period.

14.6 Where a valid warranty claim is accepted, Fifth Avenue will provide the remedy required by law and the applicable express warranty. Depending on the circumstances, this may include repair, replacement of the affected product or component, or another agreed remedy.

14.7 A replacement component may be supplied in a substantially equivalent finish or specification where the original component is no longer manufactured, subject to statutory obligations and the Customer's applicable rights.

14.8 Labour associated with removing, reinstalling, modifying or replacing a vanity is not included in Fifth Avenue's voluntary vanity warranty. This exclusion does not limit any entitlement to labour costs or consequential remedies that cannot lawfully be excluded.

14.9 Where specialist tradespeople are required to investigate or rectify an accepted claim, Fifth Avenue will arrange suitable tradespeople where necessary unless otherwise agreed in writing.

14.10 Fifth Avenue will communicate the assessment and proposed resolution of valid warranty claims within a reasonable period, having regard to the nature of the defect, parts availability and practical access requirements.

14.11 The express warranties are additional to, and do not exclude, any rights or remedies available under applicable Australian law.

15. FIFTH AVENUE PRODUCT WARRANTY SCHEDULE

15.1 Fifth Avenue provides product-specific express warranties in accordance with its published Product Warranty Schedule, available at www.fifthavenuebf.com.au/warranty-claims-and-returns

15.2 The Product Warranty Schedule sets out the applicable warranty periods, component coverage, conditions, exclusions and any product-specific warranty requirements.

15.3 The version of the Product Warranty Schedule applicable to a product at the time of its original sale will govern the express warranty provided for that product. Subsequent amendments will not retrospectively reduce existing warranty entitlements.

15.4 The Product Warranty Schedule forms part of these Terms and Conditions of Sale, where it has been provided or made reasonably available to the Customer before the relevant order is accepted.

15.5 The Customer is responsible for making the applicable Product Warranty Schedule available to its end customers and accurately communicating Fifth Avenue's warranty provisions.

15.6 Nothing in the Product Warranty Schedule or these Terms limits or excludes any rights or remedies available under applicable Australian law.

16. WARRANTY CLAIMS AND RETURNS PROCEDURE

16.1 All warranty claims and return requests should be submitted through Fifth Avenue's online Warranty & Returns Form, available online at: www.fifthavenuebf.com.au/warranty-claims-and-returns

16.2 The Customer must provide the relevant information and supporting documentation requested through the online form, where reasonably necessary to assess the claim.

16.3 Fifth Avenue reserves the right to request additional information, photographs or an inspection where reasonably necessary to investigate a claim.

16.4 Goods must not be returned, modified or disposed of without prior written authorisation from Fifth Avenue, except where required for safety, to prevent further damage or as otherwise permitted by law.

16.5 All claims will be assessed in accordance with Fifth Avenue's published Warranty Schedule, these Terms and Conditions and applicable Australian law.

16.6 Where a claim is accepted, Fifth Avenue will arrange an appropriate remedy in accordance with its warranty obligations and applicable law.

16.7 Customers unable to access the online form may contact Fifth Avenue directly to arrange an alternative method of submitting their claim.

17. STOCK AVAILABILITY AND DELAYS

17.1 Product availability is subject to stock levels, manufacturing capacity, materials, supplier lead times and other relevant supply factors.

17.2 Fifth Avenue will provide estimated availability and dispatch information where reasonably available.

17.3 Where circumstances materially affect an accepted order, Fifth Avenue will advise the Customer and discuss an appropriate revised supply arrangement.

17.4 If an order cannot be fulfilled within a reasonable or contractually required timeframe, the parties will work towards an appropriate resolution, including cancellation and refund where required by law or agreement.

17.5 Fifth Avenue is not liable for delay caused solely by circumstances genuinely beyond its reasonable control, except where liability cannot lawfully be excluded. Fifth Avenue must take reasonable steps to mitigate the impact of such circumstances.

18. STORAGE AND UNCOLLECTED GOODS

18.1 Fifth Avenue will arrange delivery of completed goods to the Customer in accordance with the agreed delivery arrangements.

18.2 Where the Customer requests that delivery be postponed after the goods are ready for dispatch, Fifth Avenue may agree to temporarily store the goods, subject to available storage capacity.

18.3 Fifth Avenue reserves the right to charge reasonable storage and handling fees for goods held at the Customer's request, provided such fees are communicated to and agreed upon by the Customer in advance.

18.4 Where delivery cannot be completed due to circumstances within the Customer's control, Fifth Avenue may charge reasonable additional freight, handling or redelivery costs.

18.5 Any prolonged delay or refusal to accept delivery will be managed in accordance with the parties' agreement and applicable law.

19. CUSTOMER RESPONSIBILITIES

19.1 The Customer must ensure that products ordered are suitable for their intended application and that all measurements and specifications supplied to Fifth Avenue are accurate.

19.2 The Customer must comply with applicable laws and regulations relevant to its resale, handling, storage, advertising and installation activities.

19.3 The Customer must not make product performance claims, warranty promises or representations on behalf of Fifth Avenue that exceed Fifth Avenue's authorised published information without prior written approval.

19.4 The Customer must ensure products are appropriately stored, protected and handled while in its possession or control.

19.5 The Customer must promptly communicate product safety concerns, recurring defects or potentially significant compliance issues to Fifth Avenue.

20. INTELLECTUAL PROPERTY AND BRAND REPRESENTATION

20.1 Fifth Avenue retains ownership of its trademarks, trade names, product photography, catalogues, drawings, promotional material and other intellectual property unless otherwise agreed.

20.2 Authorised Customers may use approved Fifth Avenue marketing materials solely for the legitimate promotion and resale of Fifth Avenue products.

20.3 Marketing materials must not be materially altered in a manner that misrepresents a product, its specifications, price, origin or warranty.

20.4 Customers must cease any unauthorised use of Fifth Avenue intellectual property following a reasonable written request.

20.5 Nothing in these Terms prevents a Customer from making legitimate factual references to products it has lawfully purchased.

21. LIABILITY AND STATUTORY RIGHTS

21.1 Nothing in these Terms excludes, restricts or modifies rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation.

21.2 Where the Australian Consumer Law permits liability for a particular failure to be limited, and such a limitation is fair, reasonable and legally enforceable, Fifth Avenue's liability may be limited to the permitted remedies, including repair, replacement or resupply as applicable.

21.3 Subject to clause 21.1, neither party will be liable to the other for indirect or consequential commercial losses that are not reasonably foreseeable or that do not arise naturally from the relevant breach, except in cases where exclusion of such liability would be unlawful.

21.4 Each party must take reasonable steps to mitigate losses arising from a breach of these Terms.

21.5 No provision excludes liability for fraud, wilful misconduct or other liability that cannot lawfully be excluded.

22. DEFAULT AND SUSPENSION OF SUPPLY

22.1 A Customer may be in default where it materially breaches these Terms, fails to pay an undisputed amount when due, or provides materially false information relevant to the trading relationship.

22.2 Where a default is capable of remedy, Fifth Avenue may provide written notice identifying the issue and allowing a reasonable opportunity for rectification.

22.3 If a material default remains unresolved, Fifth Avenue may suspend future supplies, withdraw unused credit facilities or terminate unfulfilled orders where legally permitted and proportionate to the circumstances.

22.4 Suspension or termination does not extinguish existing lawful payment obligations, accrued rights or obligations relating to goods already supplied.

22.5 Either party retains all remedies available under applicable law.

23. FORCE MAJEURE

23.1 Neither party will be responsible for a failure or delay in performing an obligation to the extent caused by an event outside its reasonable control, including natural disasters, significant transport interruptions, government restrictions or major supply-chain disruption.

23.2 The affected party must notify the other party within a reasonable period and take reasonable steps to minimise disruption.

23.3 Payment obligations already due for goods supplied are not suspended merely because a force majeure event occurs.

23.4 Where an event substantially prevents performance for an extended period, the parties will discuss a reasonable resolution, including termination of affected unfulfilled obligations where appropriate.

23.5 This section does not limit non-excludable statutory rights or remedies.

24. DISPUTE RESOLUTION

24.1 The parties agree to use reasonable efforts to resolve disputes promptly and in good faith.

24.2 A party raising a dispute should provide written details of the issue, the relevant transactions and the outcome sought.

24.3 Both parties will make reasonable efforts to discuss the matter and reach a commercially appropriate resolution before commencing court proceedings.

24.4 Nothing in this section prevents either party from seeking urgent injunctive relief, protecting a statutory right or commencing proceedings where delay would materially prejudice its position.

25. PRIVACY AND CONFIDENTIALITY

25.1 Fifth Avenue may collect and use business contact information and other personal information reasonably necessary to establish accounts, process orders, provide support, assess credit and manage the trading relationship.

25.2 Personal information will be handled in accordance with applicable Australian privacy laws and Fifth Avenue's Privacy Policy, where applicable.

25.3 Each party must take reasonable care to protect commercially sensitive information received from the other party and not disclose it without authorisation except where required by law or reasonably necessary to perform the contract.

26. GOVERNING LAW

26.1 These Terms are governed by the laws of Victoria, Australia.

26.2 The parties submit to the jurisdiction of the courts of Victoria and any courts competent to hear appeals, subject to applicable law.

26.3 The governing-law provisions do not remove any mandatory rights or protections applicable in other Australian jurisdictions.

27. AMENDMENTS TO TERMS

27.1 Fifth Avenue may update these Terms from time to time to reflect changes in products, business practices or legal requirements.

27.2 Material amendments will be communicated to affected Customers within a reasonable period before they apply to new orders.

27.3 Amendments do not retrospectively alter previously accepted orders unless agreed by both parties or required by law.

27.4 The current version of these Terms will be available upon request or through Fifth Avenue's designated website or customer portal.

28. GENERAL PROVISIONS

28.1 If any provision is found to be invalid or unenforceable, the remaining provisions will continue to apply to the extent legally permitted.

28.2 Failure by either party to enforce a provision on one occasion does not automatically constitute a waiver of its right to enforce that provision later.

28.3 Any waiver must be expressly agreed in writing.

28.4 Notices under these Terms may be delivered electronically to the business contact details supplied by the relevant party, unless a particular form of notice is legally required.

28.5 References to written communication include email and other agreed electronic communications.

28.6 Obvious clerical and typographical errors may be corrected by agreement, without affecting any non-excludable rights or creating an automatic right to change an accepted contract.

E&OE – Errors and Omissions Excepted.

29. AUSTRALIAN CONSUMER LAW

Where the Australian Consumer Law applies, the consumer guarantees and statutory remedies apply notwithstanding anything stated in these Terms.

The following statement applies to goods supplied to consumers to whom the Australian Consumer Law guarantees apply:

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 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.

The rights described above are in addition to any express warranty provided by Fifth Avenue.

30. CONTACT AND CLAIMS

FABF Holdings Pty Ltd

Trading as **Fifth Avenue Bathroom Furniture**

ABN: 75 630 525 530

Business Address: 3/35 Taunton Drive, Cheltenham VIC 3192

Email: hello@fifthavenuebf.com.au

Telephone: 03 8521 3583

Website: fifthavenuebf.com.au

All order enquiries, return requests, warranty claims and formal notices should be directed to the relevant authorised Fifth Avenue contact.

END OF TERMS & CONDITIONS OF SALE