

Surfaces and More Pty Ltd

Terms and Conditions of Sale

For veneers, laminates, decorative surfaces, pressed panels, boards and related products supplied in Australia

Company	Surfaces and More Pty Ltd (ABN 79 670 050 745)
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Important Australian Consumer Law notice

Nothing in these Terms excludes, restricts or modifies any guarantee, warranty, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable law. Where the Customer is a consumer for the purposes of the Australian Consumer Law, the mandatory consumer guarantee wording in clause 14 applies.

1. Application and acceptance

- (a) These Terms apply to every quotation, price list, sales order confirmation, pro forma invoice, tax invoice, sale, supply, delivery and related transaction by Surfaces and More Pty Ltd (Surfaces and More, SAM, we, us or our) to the Customer.
- (b) These Terms are intended for business-to-business and trade supply. Unless the Customer tells Surfaces and More otherwise in writing before order acceptance, the Customer represents that it acquires the Goods for business, trade, resupply, processing, production, manufacture, fabrication, installation, incorporation into other goods or works, or other commercial purposes, and not primarily for personal, domestic or household use. Where a law gives the Customer rights that cannot be excluded, restricted or modified, these Terms are read subject to that law and only operate to the maximum extent permitted by law.
- (c) The Customer accepts these Terms by placing an order, accepting a quotation or sales order confirmation, paying a deposit or invoice, arranging collection, accepting delivery, retaining the Goods or otherwise proceeding with supply.
- (d) These Terms prevail over any terms in a purchase order, tender, request for quotation, portal, delivery docket, email, project specification or other Customer document, except to the extent Surfaces and More expressly agrees otherwise in writing.
- (e) Each order, delivery or invoice is a separate contract, but these Terms apply to every such contract and to all continuing trading between the parties.

2. Definitions

- (a) Additional Charges means all amounts payable in addition to the quoted price of the Goods, including GST, freight, delivery, insurance, crating, pallet, handling, storage, demurrage, cancellation, restocking, recovery, legal and other charges.
- (b) Customer means the person, firm, company, trust, partnership, government agency, builder, joiner, distributor, reseller, architect, designer, contractor or other entity that orders, purchases, receives or pays for Goods from Surfaces and More.
- (c) Goods means all veneers, natural veneers, pre-dyed veneers, reconstituted veneers, decorative surfaces, laminates, panels, pressed panels, laid-up boards, boards, layons, edging, samples, sheets, accessories and related goods or services supplied or arranged by Surfaces and More.
- (d) Made-to-Order Goods means Goods that are imported, reserved, procured, dyed, laid up, pressed, laminated, bonded, machined, cut, converted or otherwise sourced specifically for the Customer, a project, a specification or an order.
- (e) Processed Goods means Goods that incorporate or have been subject to veneer, laminate, board, substrate, adhesive, backing, balancing material, layup, pressing, bonding, cutting, machining, finishing, coating or other processing by a third party Processor, subcontractor, supplier or contractor.
- (f) Processor means any third party processor, panel layer, laminator, presser, board supplier, fabricator, subcontractor, supplier, carrier, installer, finisher or contractor used or introduced in connection with the Goods.
- (g) Price means the price for the Goods stated in the relevant quotation, sales order confirmation, pro forma invoice, tax invoice or other written confirmation issued by Surfaces and More, as adjusted under these Terms.

(h) Deposit means any deposit, prepayment, upfront payment, staged payment or other amount required by Surfaces and More before order processing, procurement, importation, reservation, pressing, layup, manufacture, release, collection or delivery.

3. Surfaces and More role and third party processing

(a) The Customer acknowledges that Surfaces and More does not manufacture board products. Surfaces and More may import, source or supply veneer, laminate or other decorative surfaces and may arrange for those materials to be applied to board or substrate by a Processor before the finished or partly finished Goods are sold to the Customer.

(b) Unless Surfaces and More expressly states otherwise in writing, Surfaces and More is not the manufacturer of the board, substrate, adhesive system, pressing process, layup process, finishing system or finished panel.

(c) Where Surfaces and More arranges third party layup, pressing, lamination, bonding, cutting or other processing, Surfaces and More acts as the supplier of the Goods to the Customer but relies on the Processor for workmanship, plant, press settings, adhesive application, substrate handling, balancing, moisture control and related processing matters.

(d) Any warranty, guarantee or liability in respect of third party processing is limited to the warranty, guarantee or liability, if any, provided by the relevant Processor or supplier, except to the extent Surfaces and More is directly liable under a non-excludable law.

(e) Surfaces and More will use reasonable endeavours to pass on to the Customer the benefit of any manufacturer, supplier or Processor warranty available to Surfaces and More, but Surfaces and More does not provide any additional warranty for third party processing unless expressly given in writing.

4. Quotations, orders and confirmations

(a) A quotation, price list, sample presentation or verbal indication of price is not an offer capable of acceptance and may be withdrawn or changed at any time before Surfaces and More accepts the Customer order.

(b) Unless stated otherwise in writing, quoted prices are valid for 7 days from the quotation date and are subject to stock availability, supplier confirmation, exchange rates, freight rates and final quantities.

(c) An order is not binding on Surfaces and More until we accept it by issuing a sales order confirmation, pro forma invoice or tax invoice, accepting a deposit, commencing procurement, reserving stock, arranging processing or supplying the Goods.

(d) The Customer must check each quotation, sales order confirmation and invoice immediately. Any error, omission or difference must be notified in writing within 24 hours of issue. If no objection is made within that period, the document is deemed accepted as correctly recording the order.

(e) Surfaces and More may accept or reject any order in whole or in part, make partial deliveries, allocate limited stock between customers, or decline to supply if the Customer is in default, exceeds credit limits, has a dispute pending or supply becomes commercially impracticable.

5. Customer specifications, approvals and suitability

(a) The Customer is responsible for ensuring that all specifications supplied to Surfaces and More are complete, accurate and suitable, including product code, colour, quantity, dimensions, grain direction, veneer or laminate selection, layup requirements, substrate type, substrate thickness, balancing requirements, adhesive requirements, fire rating requirements, finishing requirements, installation method, site conditions and intended use.

(b) Surfaces and More is entitled to rely on Customer specifications, drawings, schedules, approvals and instructions and is not liable for loss arising from incomplete, incorrect, ambiguous, unsuitable or late specifications.

(c) The Customer must ensure that the Goods are suitable for the intended project, contract documents, regulatory requirements, substrate, fabrication method, finishing system, adhesive system, installation environment and end use. Surfaces and More does not accept responsibility for suitability unless it has expressly confirmed that suitability in writing for the specific application.

(d) Customer approvals of samples, mock-ups, shop drawings, schedules or order confirmations are approvals of general design intent only unless Surfaces and More expressly confirms exact batch matching or exact performance requirements in writing.

(e) Fire, acoustic, environmental, sustainability, VOC, moisture resistance, exterior suitability or other performance claims apply only where expressly stated in writing by Surfaces and More and only for the exact tested product, system, substrate, adhesive, finish, assembly and installation conditions stated in the relevant documentation.

6. Product characteristics, natural variation and tolerances

(a) The Customer acknowledges that many Goods are made from or incorporate natural wood and/or dyed, reconstituted, sliced, pressed, laid up, fleece-backed, sanded, laminated, finished or otherwise processed materials.

(b) Colour, grain, figure, crown, structure, texture, dye absorption, gloss, sheen, consistency, dimension and appearance may vary between samples, photographs, displays, batches, logs, blocks, leaves, sheets, layons, pressed panels and finished articles.

(c) Natural variation, dye absorption variation, colour change, fading, darkening, yellowing, movement or other change caused by light, UV, heat, moisture, humidity, environmental change, ageing, adhesives, finishes, substrates or site conditions is not a defect.

(d) Samples, swatches, folders, photographs, brochures, digital images and showroom displays are indicative only. A polished, lacquered, oiled, stained, raw, unfinished or pre-finished sample is not warranted as representative of the finished article unless expressly stated in writing.

(e) Quantities, yields, square metres, linear metres, dimensions and tolerances may vary according to the applicable technical data sheet, supplier tolerance and the nature of the product. For veneers and natural products, reasonable overage, shortage and +/- 10% variation may apply unless stated otherwise in writing.

7. Technical data, handling, storage, fabrication and installation

(a) The Customer must obtain, read and comply with all applicable technical data sheets, care and maintenance instructions, handling guides, storage requirements, fabrication instructions, installation instructions and supplier recommendations before handling or using the Goods.

(b) The Customer must ensure that its employees, agents, contractors, joiners, installers, fabricators, finishers, applicators, architects, designers, builders, clients and end users receive and comply with those documents.

(c) Unless expressly stated otherwise in writing, veneers and decorative surfaces are raw or semi-finished materials that require professional handling, processing, finishing and installation by competent trade professionals.

(d) The Customer must conduct its own checks, mock-ups, test panels and compatibility tests before processing or installing the Goods, including tests for colour, finish, adhesion, substrate suitability, balancing, glue reaction, environmental suitability and intended use.

(e) Surfaces and More is not liable for damage, failure, delamination, movement, staining, checking, cracking, telegraphing, finishing defects, glue reactions or other issues caused or contributed to by storage, acclimatisation, transport, unloading, processing, substrate, adhesive, primer, finish, installation, site conditions, cleaning, misuse, wear and tear or failure to follow instructions.

8. Price, taxes and Additional Charges

(a) Prices are in Australian dollars unless stated otherwise and are exclusive of GST unless expressly stated to be GST-inclusive. The Customer must pay GST and all Additional Charges in addition to the Price.

(b) Surfaces and More may adjust the Price before delivery or invoice to reflect changes in supplier prices, raw material costs, exchange rates, freight, insurance, duties, import costs, storage, quantities, tolerances, processing costs, board costs, adhesive costs or other costs outside Surfaces and More's reasonable control.

(c) If a supplier, manufacturer or Processor increases its confirmed price, supplies a different final quantity, changes its tolerance, or imposes additional production, packaging, processing, freight or insurance costs, the Customer must pay the adjusted amount.

(d) The Customer must pay all amounts without deduction, withholding, counterclaim or set-off, even if the Customer alleges delay, defect, shortage or any other dispute in relation to the Goods or any other matter.

(e) Any clerical, typographical, calculation, currency, freight or GST error in a quotation, confirmation or invoice may be corrected by Surfaces and More by written notice.

9. Payment, credit and security

(a) Unless Surfaces and More has approved a written credit account and the account is within its approved credit limit, payment is required with order, by deposit, by pro forma invoice, or in cleared funds before order processing, release, collection or delivery.

(b) Surfaces and More is not obliged to order, reserve, process, arrange pressing, import, release, deliver or continue supplying Goods until the required deposit, balance or full amount has been received in cleared funds.

(c) Where credit terms are approved, invoices must be paid by the due date stated on the invoice or, if no date is stated, within 7 days from invoice date. Surfaces and More may withdraw or reduce credit at any time.

(d) If any amount is overdue, the Customer must pay interest at 1.5% per month, calculated daily and compounded monthly, or the maximum rate permitted by law if lower, from the due date until payment is received.

(e) The Customer must indemnify Surfaces and More for all costs of enforcing payment or these Terms, including legal costs on a full indemnity basis, debt collection costs, mercantile agency fees, PPSA registration and enforcement costs, storage costs and repossession costs.

(f) Surfaces and More may require directors guarantees, security, a bank guarantee, payment in advance, COD, project-specific deposits, staged payments or other credit support as a condition of supply.

(g) The Customer acknowledges that, once a quotation is accepted, an order is placed, a deposit is paid or the Customer otherwise instructs Surfaces and More to proceed, Surfaces and More may immediately incur costs including supplier orders, import costs, freight, insurance, handling, storage, board, substrate, adhesive, pressing, layup, third party processing, administration and project-specific costs.

(h) Except as required by law, Deposits are non-refundable from the earliest of: acceptance of the order by Surfaces and More; Surfaces and More commencing procurement, reservation, importation, manufacture, pressing, layup, processing or other work; Surfaces and More placing an order with a supplier, manufacturer, Processor or carrier; or Surfaces and More incurring costs for the order. A Deposit may be applied against the Price if the order proceeds, or retained by Surfaces and More as partial compensation if the Customer cancels, changes, delays, defaults or fails to proceed, without limiting Surfaces and More's right to recover additional costs, charges, loss or damages.

10. Delivery, collection, risk and storage

(a) Delivery dates, production lead times and arrival estimates are estimates only and are not contractual commitments unless Surfaces and More expressly states in writing that a delivery date is guaranteed.

(b) Surfaces and More is not liable for delay or failure caused by supplier delay, Processor delay, manufacturer closure, shortage of raw materials, exchange rate movements, shipping disruption, customs delay, carrier delay, industrial action, government action, force majeure or circumstances beyond our reasonable control.

(c) Unless stated otherwise in writing, delivery costs are payable by the Customer. The Customer must ensure suitable access, unloading equipment, labour, safe site conditions and authorised persons are available at delivery.

(d) Risk in the Goods passes to the Customer at the earliest of: collection by the Customer or its carrier; delivery to the Customer carrier, warehouse, site or nominated address; the time the Goods are made available for collection; or the time the Customer delays collection or delivery.

(e) If the Customer delays collection, delivery, processing or release, the Customer must still pay all invoices when due and must pay all storage, insurance, handling, re-delivery, demurrage and related costs. The Goods are at the Customer risk during any delay.

(f) Any carrier, courier, freight forwarder, site representative or person who signs for or receives Goods at the delivery location is deemed to be the Customer authorised agent.

11. Title, proceeds and PPSA

(a) Ownership and title in the Goods remain with Surfaces and More until the Customer has paid in full all amounts owing to Surfaces and More on any account, whether under the relevant invoice or otherwise.

(b) Until title passes, the Customer holds the Goods as bailee and fiduciary for Surfaces and More, must store them separately and clearly identifiable where reasonably practicable, must keep them insured, must not grant any security interest over them, and must not dispose of them except in the ordinary course of business.

(c) If the Customer sells, incorporates, processes, mixes, manufactures, installs or otherwise deals with Goods before paying Surfaces and More in full, the Customer holds the proceeds of sale or the part of the proceeds attributable to the Goods on trust for Surfaces and More and must account to Surfaces and More on demand.

(d) The Customer grants Surfaces and More a security interest, including a purchase money security interest, in the Goods and their proceeds to secure all amounts owing to Surfaces and More. The Customer consents to registration of that security interest on the PPS Register.

(e) The Customer must do all things reasonably required by Surfaces and More to perfect, maintain, enforce, protect and give priority to our security interest, and must reimburse all registration and enforcement costs.

(f) To the maximum extent permitted by the Personal Property Securities Act 2009 (Cth), the Customer waives any right to receive notices, statements or verification statements and agrees that enforcement provisions capable of exclusion do not apply.

12. Cancellation, changes and returns

(a) The Customer may not cancel, defer, vary or reduce an accepted order without the prior written consent of Surfaces and More, which may be refused in our absolute discretion.

(b) Made-to-Order Goods, imported Goods, project-specific Goods, special colours, special dimensions, layons, pressed panels, cut-to-size Goods, Goods sent for third party processing, Goods reserved for a project and non-stock Goods cannot be cancelled or returned except where Surfaces and More expressly agrees in writing or where required by law.

(c) If Surfaces and More agrees to cancellation, deferral, change or return, the Customer must pay all costs, supplier charges, Processor charges, freight, storage, administration costs, restocking charges, loss of margin and other loss incurred by Surfaces and More. A restocking fee of at least 15% of the Price may apply to any approved return of stock Goods.

(d) If the Customer cancels, changes, delays or fails to proceed with an order after acceptance, fails to pay the balance when due, or there is an Event of Default before payment in full, any Deposit is non-refundable and may be retained by Surfaces and More except as required by law. Surfaces and More may also charge a cancellation fee equal to the greater of 50% of the Price

and the actual loss, costs, supplier charges, Processor charges, freight, storage, handling, administration, loss of margin and expenses incurred by Surfaces and More, with any Deposit retained credited against that amount to avoid double recovery. The Customer acknowledges that this is a genuine pre-estimate of loss for made-to-order, imported, project-specific and processed supply.

(e) Returned Goods must be in original condition, unopened where applicable, in original packaging, unmarked, unused, unprocessed, uncut, uninstalled and accompanied by the relevant invoice and written return authorisation. No unauthorised return will be accepted.

13. Inspection, claims and deemed acceptance

(a) The Customer must inspect the packaging, labels, quantities and visible condition of the Goods immediately on delivery and before unpacking, cutting, machining, pressing, laminating, finishing, installing, on-selling or otherwise processing or using them.

(b) Damaged packaging that may have affected the Goods must be photographed and notified to Surfaces and More in writing within 3 business days of delivery, and the Customer must allow inspection before unpacking if requested.

(c) Any claim for short delivery, wrong Goods, delivery damage, visible defect, non-conformity, colour issue, pressing issue, substrate issue, bonding issue, quantity issue or other issue that could reasonably be identified on inspection must be notified in writing within 5 business days of delivery, or within any shorter period required by a manufacturer, supplier, Processor or carrier.

(d) Any claim concerning an invoice must be notified in writing within 10 days of receipt of the invoice. An invoice not disputed within that period is deemed accepted and remains payable in full by the due date.

(e) Any product claim must include the invoice number, delivery docket, batch or product labels, photographs, description of the issue, quantity affected, storage conditions, handling history, substrate and processing information where relevant, and any other information reasonably requested by Surfaces and More.

(f) The Customer must retain the Goods in the same condition as supplied and must not process, cut, machine, press, laminate, finish, install, alter, on-sell, dispose of or move the Goods until Surfaces and More has had a reasonable opportunity to inspect them.

(g) To the extent permitted by law, the Customer is deemed to have accepted the Goods and loses any right to reject them if the Customer does not notify a claim within the required period, does not retain the Goods for inspection, or processes, cuts, machines, presses, laminates, finishes, installs, alters, on-sells or uses the Goods.

14. Warranties, statutory guarantees and limitation of liability

(a) Surfaces and More supplies the Goods subject only to any express written warranty given by Surfaces and More, any manufacturer, supplier or Processor warranty that Surfaces and More is able to pass on, and any non-excludable rights under the Australian Consumer Law or other applicable law.

(b) Australian Consumer Law mandatory notice: 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 to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. 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.

(c) To the maximum extent permitted by law, all other warranties, conditions, guarantees and representations, whether express, implied, statutory or otherwise, are excluded, including any warranty of merchantability, fitness for purpose, colour matching, appearance, consistency, durability, suitability for a project, suitability for a substrate, or suitability for a fabrication, finishing or installation system.

(d) Where liability cannot be excluded but may be limited, Surfaces and More liability is limited, at our option, to replacement of the Goods, supply of equivalent Goods, repair of the Goods, payment of the cost of replacing the Goods or acquiring equivalent Goods, payment of the cost of repairing the Goods, resupply of services, or payment of the cost of resupplying services.

(e) To the maximum extent permitted by law, Surfaces and More is not liable for indirect, special, consequential, economic or exemplary loss, loss of profit, loss of revenue, loss of opportunity, loss of production, loss of use, delay costs, liquidated damages, removal or reinstallation costs, rectification of surrounding work, third-party claims or damage to reputation.

(f) To the maximum extent permitted by law, the aggregate liability of Surfaces and More for any claim connected with Goods or services is limited to the amount actually paid to Surfaces and More for the particular Goods or services giving rise to the claim.

(g) Surfaces and More does not accept responsibility for any installer, fabricator, finisher, joiner, builder, contractor, carrier, designer, architect or other third party, even if Surfaces and More provided a name, introduction or suggestion. The Customer must conduct its own due diligence and remains responsible for its own appointments and project decisions.

15. Specific exclusions for veneers, laminates, pressed panels and boards

(a) The following are not defects and are not covered by any warranty or claim process to the maximum extent permitted by law: natural variation; colour, grain, figure, structure, crown, dye absorption, sheen or consistency differences; changes caused by light, UV, heat, moisture, humidity, climatic variation or ageing; differences between samples and supplied Goods; batch variation; dimensions or quantities within tolerance; and appearance after finishing or site exposure.

(b) Any warranty or claim is void to the maximum extent permitted by law if the Goods are subjected to further handling, processing, cutting, machining, pressing, laminating, bonding, finishing, polishing, staining, coating, installation, alteration, repair or use, unless Surfaces and More is required by law to accept the claim and the Customer proves the issue existed in the Goods as supplied by Surfaces and More and was not caused or contributed to by subsequent handling, processing, installation, site conditions or use.

(c) Surfaces and More is not liable for issues caused or contributed to by unsuitable or unprimed substrates, incorrect adhesive, glue, primer, balancing, press settings, finish, sealant or chemical, inadequate sealing of all sides and edges, incorrect moisture content, failure to acclimatise, incorrect storage, excessive heat or moisture, direct or indirect sunlight, unsuitable site conditions, incorrect cleaning, misuse, abuse, impact, accident, tampering, wear and tear or failure to follow instructions.

(d) Where Goods incorporate board, substrate, adhesive or processing supplied or performed by a Processor, Surfaces and More is not liable for substrate movement, substrate defects, press marks, glue bleed, delamination, telegraphing, bubbling, bowing, warping, imbalance, moisture issues or other processing-related matters except to the extent directly caused by Surfaces and More's own proven negligence or required by non-excludable law.

16. On-sale, specifications and representations

(a) If the Customer on-sells, specifies, processes, installs, incorporates or supplies Goods to a third party, the Customer must provide that third party with the relevant technical data, warranty limitations, care and maintenance documents and these Terms where relevant.

(b) The Customer must not make any representation, promise, description, guarantee or warranty concerning the Goods that is inconsistent with the documents issued by Surfaces and More or the manufacturer, supplier or Processor, and must not hold itself out as authorised to bind Surfaces and More.

(c) The Customer is responsible for ensuring that project specifications, drawings, schedules, samples and approvals accurately describe the Goods ordered and that any substitutions, batch changes, finish changes, substrate changes, processing requirements or installation requirements are approved by the relevant project parties before order placement.

(d) Where the Customer asks Surfaces and More to supply Goods for a specification or design intent, the Customer remains responsible for confirming that the Goods satisfy the contract documents, site requirements, regulatory requirements, warranties required by head contractors or principals, and end-user expectations.

17. Default and enforcement

(a) An Event of Default occurs if the Customer fails to pay on time, breaches these Terms, becomes insolvent, has a receiver, administrator, liquidator or controller appointed, enters a scheme or compromise with creditors, stops or threatens to stop carrying on business, provides misleading information, exceeds credit limits, or Surfaces and More reasonably believes payment or performance is at risk.

(b) On an Event of Default, Surfaces and More may suspend supply, cancel or defer orders, require payment in advance, withdraw credit, accelerate all amounts owing, retain deposits, charge interest and recovery costs, enforce security, repossess Goods, resell Goods, or exercise any rights available at law or under these Terms.

(c) The Customer authorises Surfaces and More and its representatives, to the extent permitted by law, to enter premises where Goods may be located to inspect, identify, protect, collect or repossess Goods in which title has not passed.

(d) Rights and remedies under these Terms are cumulative and do not limit any other rights available to Surfaces and More at law, in equity, under the PPSA or under any other agreement.

18. Force majeure and supply chain risk

(a) Surfaces and More is not liable for failure or delay caused by events beyond our reasonable control, including supplier delay, Processor delay, raw material shortage, production interruption, exchange rate movement, freight disruption, port delay, customs delay, government action, war, terrorism, cyber incident, industrial action, fire, flood, extreme weather, pandemic, epidemic or other force majeure event.

(b) If a force majeure or supply chain event affects supply, Surfaces and More may extend delivery dates, make partial deliveries, allocate stock, substitute equivalent Goods with the Customer written approval, adjust pricing to reflect increased costs, or cancel the affected order without liability other than refunding any amount paid for Goods not supplied.

(c) The Customer remains liable to pay for Goods already supplied, Goods already procured, processed or manufactured for the Customer, and costs already incurred by Surfaces and More before cancellation or variation.

19. Intellectual property, samples and confidential information

- (a) All intellectual property, product names, supplier names, trade marks, logos, catalogues, images, photographs, technical data, know-how, sample folders, displays, pricing structures and confidential information supplied by or through Surfaces and More remain the property of their respective owners.
- (b) The Customer must not copy, reproduce, remove, obscure or misuse any trade mark, logo, product code, label or technical information supplied with the Goods, and must not use Surfaces and More or supplier intellectual property except for the purpose for which it was supplied.
- (c) Prices, discounts, supplier arrangements, Processor arrangements, project pricing, technical information not publicly available and commercial terms are confidential and must not be disclosed to any third party except to the extent required for the relevant project or by law.
- (d) Samples, folders, displays and marketing materials supplied free of charge or on loan remain the property of Surfaces and More if we state this at or before supply, and must be returned on request in reasonable condition.

20. Indemnity

- (a) To the maximum extent permitted by law, the Customer indemnifies Surfaces and More and its officers, employees, agents, suppliers and related bodies corporate against all claims, losses, liabilities, damages, costs and expenses arising from or connected with the Customer breach of these Terms, late or non-payment, storage, handling, processing, fabrication, finishing, installation, on-sale, representations, specifications, misuse of the Goods, or failure to pass on instructions or limitations to third parties.
- (b) The indemnity does not apply to the extent the relevant loss is directly caused by the proven negligence or wilful misconduct of Surfaces and More, except to the extent permitted by law.

21. Notices

- (a) A notice under these Terms must be in writing and may be given by hand, post or email to the last address or email address notified by the recipient. A notice by email is deemed received when sent unless the sender receives an automated delivery failure notice.
- (b) A claim notice must be sent to Surfaces and More at martin@surfacesandmore.au or any other claims email address notified by Surfaces and More, and must include all supporting information required under these Terms.

22. Governing law, jurisdiction and general provisions

- (a) These Terms and each contract for supply are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from them.
- (b) These Terms, together with the relevant quotation, sales order confirmation and invoice issued by Surfaces and More, contain the entire agreement between the parties concerning the supply of the Goods and supersede prior negotiations, representations and communications.
- (c) No waiver by Surfaces and More is effective unless in writing. A failure or delay in exercising a right is not a waiver and does not prevent later exercise of that right.
- (d) If any provision of these Terms is invalid, unlawful or unenforceable, it is severed to the extent of the invalidity and the remaining provisions continue in force.
- (e) Surfaces and More may update these Terms from time to time. The version provided or referred to at the time of order acceptance applies to that order unless otherwise agreed in writing.

Schedule 1 - Product-specific conditions for veneers, laminates and decorative boards

Topic	Condition
Raw and semi-finished materials	Unless expressly stated otherwise in writing, veneers, laminates and decorative surfaces are supplied as raw, semi-finished or trade materials requiring professional assessment, handling, processing, finishing and installation.
Third party pressed panels	Where Surfaces and More arranges board layup, pressing, laminating or bonding through a Processor, the Customer must inspect the finished or partly finished Goods before cutting, machining, installation or further use. Processing-related warranties are limited to those available from the Processor, except where non-excludable law applies.
Approval samples	Customer approvals are approvals of general design intent only unless Surfaces and More expressly confirms an exact batch, exact sample match or exact system warranty in writing.
Pre-use inspection	The Customer must inspect every sheet, leaf, layon, panel, board and bundle before fabrication. Do not cut, machine, finish

	or install Goods that appear damaged, incorrect, inconsistent or unsuitable.
Substrates and adhesives	The Customer is responsible for substrate selection, preparation, balancing, adhesive compatibility, press settings, finishing compatibility and test panels unless Surfaces and More expressly accepts a specific responsibility in writing.
Light and environment	Avoid direct and indirect sunlight, excessive heat, moisture and humidity changes unless the applicable technical documents confirm suitability for those conditions.
Care and maintenance	Finished surfaces must be cared for in accordance with the care and maintenance instructions supplied by Surfaces and More, the manufacturer, supplier, Processor, finisher or installer as applicable.

Customer acknowledgement

By placing an order, accepting a quotation, paying a deposit or invoice, arranging collection, accepting delivery, retaining the Goods or otherwise proceeding with supply, the Customer confirms that it accepts this document, including the non-refundable Deposit provisions where applicable, and has passed all relevant technical, warranty, care, maintenance, handling and installation information to all parties who will handle, fabricate, finish, install, maintain or use the Goods.

Customer legal name	
Authorised signatory	
Name and position	
Date	