



TERMS & CONDITIONS

PRELIMINARIES

These are the terms and conditions of business for Lambada Leather Proprietary Limited. These terms will apply to all purchases of Goods. Please read this document carefully before engaging in a business relationship with Lambada.

By placing an order through any means, you confirm your unconditional acceptance of these Terms and Conditions. We may change these terms and conditions from time to time. The latest version of these terms and conditions is available on our website.

DEFINITIONS

Lambada – A Culture of Leathercraft (Lambada Leather Pty Ltd), hereafter 'Lambada'.
(Also referred to as 'we', 'us', 'our')

Persons, firms or businesses including resellers, hereafter 'the Client'.

GENERAL

- 1.1 These terms and conditions shall be incorporated into all agreements present and future for the supply of goods from Lambada to the Client.
- 1.2 To maintain an orderly business process, all Clients must complete and submit an account application for Lambada before any trade takes place.
- 1.3 Changes to existing details must be notified in writing by the Client immediately.
- 1.4 By placing an order with Lambada, Clients automatically agree to adhere to our terms and conditions of business.
- 1.5 Lambada reserves the right to refuse service.

PRIVACY

- 2.1 All business details and information from Clients are held in strict confidence.

DISTRIBUTION

- 3.1 The Client acknowledges, that where and how the products are distributed and displayed will impact on the value of the Lambada brand. Accordingly, it is in the Clients best interest that all products are sold on the basis that those products –
 - Will only be sold to ultimate retail customers in the retail premise approved in your Account Application,
 - Will be adequately and appropriately displayed and promoted in those premises,
 - Will not be sold on the internet or by mail order,
 - Will not be sold through eBay or any other bid-purchasing style website.

INTELLECTUAL PROPERTY

- 4.1 Lambada is the owner of the trade marks, designs and all copyright and other intellectual property ("IP") associated with or incorporated in the products and other materials provided. The Client will respect the IP and do nothing to devalue the IP or challenge Lambada's rights to the IP. The IP will only be used in signage, promotions or advertising by the Client with written approval from Lambada. Additionally, the Client will immediately cease use of the IP on receipt or written demand from Lambada.

PRODUCT VARIANCE FROM SAMPLES & PROMOTIONAL MATERIAL

- 5.1 The Client acknowledges that Lambada products are hand made to order using techniques and materials that may; from time to time, vary the final products finish slightly in texture, colour or dimension.
- 5.2 The Client acknowledges that they are ultimately responsible for their order with Lambada. Including any colour or style specifications made by the Client.
- 5.3 Variances in products bring uniqueness to each item. Variances in product do not justify faults in items and will not be accepted as legitimate grounds for returns.

EXCLUSIVITY

- 6.1 Lambada does not and will not offer exclusivity to any Client based on the Client's position respective to a competitor.
- 6.2 Any expression of good will by Lambada in this respect is informal.

ORDERS

- 7.1 Lambada cannot accept any order for goods under \$500 ex GST, unless otherwise agreed by management.
- 7.2 All verbal product orders will be processed at the risk of the Client. We encourage all Clients to confirm orders in writing.
- 7.3 Individual items cannot be amended after an order is placed. Clients must be thorough in their selection process and be mindful that all items are custom made to order.
- 7.4 Lambada reserves the right to change prices without notice.

BACKORDERS

- 8.1 Lambada's primary business function is custom made goods. As such, stock holdings of any style are low. Item/s out of stock or unavailable at the time the Clients order is taken will be automatically placed on backorder.
- 8.2 Clients accept that goods are custom made to order and come with a lead time of at least 4 weeks.
- 8.3 We shall not be liable to the Client if we are prevented or delayed in the performance of our obligations to the Client if this is due to any cause beyond our reasonable control including but not limited to; An act of God, Explosion, Flood, Fire or Accident, War or Civil Disturbance, Strike, Industrial Action, Work Stoppage, Government Intervention, Third Party Act or Omission, Failure of our Supplier(s).
- 8.4 Backorders will be shipped as soon as the stock becomes available and the Client agrees to accept all products as ordered when delivered.

CANCELLATIONS

- 9.1 Clients accept that Lambada custom makes its goods to order. As such, any cancellation will incur a penalty fee of 25% the value of the said items.
- 9.2 Cancellation attempts after the dispatch of goods will not be entertained.

PAYMENTS

- 10.1 Full payment is required prior to dispatch of goods, unless otherwise agreed by Lambada.
- 10.2 New accounts are required to pay a 25% deposit upon order of goods.
- 10.3 Overdue accounts will result in orders being withheld until payment is received and processed.
- 10.4 Accounts exceeding our trading terms will have all debt collection costs (interests, commissions, out of pocket expenses, etc) passed on to their accounts.

FREIGHT/DELIVERY

- 11.1 Lambada will ensure every effort is made to dispatch products on time.
- 11.2 Lambada provides documentation for all outgoing orders.
- 11.3 All costs relating to delivery or freight are to be borne by the Client.
- 11.4 Damaged sustained during freight or delivery is not the responsibility of Lambada.
- 11.5 Lambada endeavours to meet all orders as placed, but for various reasons this may not be possible and accordingly Lambada accepts no responsibility for late orders.
- 11.6 Orders that are requested to be split and/or delivered independently will incur a shipping or freight charge for each destination to be borne by the Client.

WARRANTY

- 12.1 Lambada offers a limited warranty on all new goods purchased by our Clients.
- 12.2 Lambada does not exchange or refund.
- 12.3 The Client must supply a receipt of purchase to accompany faulty goods returned by a third party or retail customer.
- 12.4 Faulty goods will be repaired or replaced, at Lambada's discretion.
- 12.5 Goods claimed as faulty may be rejected for warranty service by Lambada if the fault is identified as a result of 'wear and tear', or if the claim is made more than three (3) months after the goods were delivered.