

SpectraFlora Terms & Conditions

Last Updated: 14 January 2025

1. Overview

- 1) The SpectraFlora website, located at www.spectraflora.com (**Website**), is operated by SpectraFlora Pty Ltd (ABN 11 644 051 454) (**SpectraFlora, we, our, and/or us**).
 - a) As a condition of using our website or placing an order with us to purchase stocked and un-stocked products (popular and limited speaker product categories) and/or made to order custom products found on our website, you (**you, the customer**) agree to the following terms and conditions (**Terms**) and to be legally bound by these Terms.
 - b) If you do not agree with the Terms, you should stop using the Website.
 - c) SpectraFlora has the right to vary the Terms at any time and without notice to you. We will post changes to our Terms on our Website. You agree that it is your responsibility to be aware of any changes made to the Terms, and by continuing to use the Website you agree to be governed by the Terms as varied from time to time.

2) Change of Mind

- a) We provide refunds for 'change of mind' but only where stated in this clause. Subject to clause 7(a), we do not otherwise provide refunds for 'change of mind'.
- b) Cancellation of orders for Custom Products. Subject at all times to clause 7(a), Customers of Custom Products:
 - i) Can cancel their order within a 24-hour period of placing the order for change of mind and receive a full refund of their deposit.
 - ii) Can cancel their order between 24 and 72 hours after placing the order for change of mind and receive a 50% refund of their deposit.
 - iii) Cannot cancel their order due to a change of mind after 72 hours (and they will not be entitled to receive any refund if they do).
- c) Return of Popular and Limited Products orders. If you wish to return Popular or Limited Products, you must do so within 100 calendar days of the delivery of the Order and you will receive a full refund minus shipping costs for both delivery and return provided:
 - i) The Products are in the same condition as when they were delivered and are not damaged in any way;
 - ii) The Products are in the same packaging as when delivered and the packaging must be in good functional and aesthetic condition;
 - iii) We reserve the right to refuse to accept the return, if the Products are damaged, including during the return process; and
 - iv) We are not liable for any damage to the Products if you attempt to return them yourself.
- d) Cancellation by us of orders. While we try our best to fulfil all orders, you agree that we have the right to accept, reject or cancel an order for any reason at any time, and all

orders are subject to availability of the relevant Products. If we cancel an order, we will provide a refund for the amount paid to us in relation to the cancelled order.

3) **Lead Times**

- a) SpectraFlora provides information on lead times for Stocked and un-stocked and Custom Products in the Product descriptions on our Website. All lead times are estimates only and subject to change.
- b) Subject to clause 7(a), SpectraFlora is not responsible or liable to you for delays in the supply of Products due to the delayed or interrupted supply of materials from external suppliers or for other reasons outside the reasonable control of SpectraFlora.
- c) SpectraFlora will alert the customer of any potential delays to the delivery of any Products.

4) **Payment**

- a) SpectraFlora requires full payment prior to delivery for all Products (and applicable shipping fees) purchased on the Website.
- b) Product prices are specified on the Website. We will include shipping fees in our invoice to you, although, in Australia, we pay the shipping fee for delivery. The shipping fee for delivery is included in the invoice for reference in relation to clause 2(c), the customer paying the delivery shipping fee and return shipping fee in case of change of mind.
- c) We reserve the right to change Product prices at our discretion and without notice and will update such information on our Website if we do.

5) **Installation**

- a) SpectraFlora may create and supply you with an installation instruction manual to facilitate the smooth and correct installation of your Product. However, this is at the discretion of SpectraFlora.
- b) If you wish for SpectraFlora to install or arrange for the installation of any Product you purchase from the Website (an **Installation**), please contact SpectraFlora for a quote.
- c) Installations are subject to availability and may be conducted by members of the SpectraFlora team or third party installers (**Third Parties**). You will be notified prior to commencement who will be undertaking an Installation.
- d) In the event that an Installation is carried out by the customer (or an installer arranged by the customer), SpectraFlora is not responsible nor liable for any incorrect installation or damage of the Product, location of installation or any other loss or damage.

6) **Delivery, Title & Risk**

Receipt of Delivery

- a) Orders placed for pieces too large for general post boxes will require the customer to be at the delivery address to receive the item.

- b) SpectraFlora or the designated carrier will contact the customer to arrange a suitable delivery time. If the customer is not at the delivery address during the agreed time a re-delivery fee will be charged to the customer.
- c) If it is not possible for our delivery agents to deliver while the customer is at the delivery address, the goods can, at the customer's instruction, be left elsewhere on the property under cover if this is available and accessible. After which SpectraFlora take no responsibility for lost, stolen or damaged goods.
- d) Some of our carriers do not deliver goods up flights of stairs. You agree that this courier policy is outside of our control and you are responsible and liable for moving the goods via the stairs where this occurs.

Access

- e) SpectraFlora will request information for onsite access for deliveries prior to departure.
- f) Any changes to the site access that make it inaccessible will result in the cancellation of the delivery and a redelivery at the customer's cost.

Area not cleared

- g) SpectraFlora require the path up to and area of placement to be cleared of any obstacles prior to delivery.
- h) Failure to do so will result in the delivery of the work to the closest possible cleared area on the premises and no placement service.

Title & Risk

- i) Title in the Products you purchase from us passes on full payment of the purchase price and shipping fees.
- j) To the extent permitted by law, risk in the Products you purchase from us, passes to you when the order is delivered to you at your nominated delivery address. You agree that you accept all risk and liability for, and will not hold SpectraFlora at fault for any risk or liability whatsoever, personal injury or property damage resulting from, but not limited to, negligence, misuse, or not using products and/or associated accessories with due care. This includes but is not limited to, for example, damage from speakers falling off stands or other supports, scratches or marks left by a product, injuries from lifting, or items or appendages getting stuck in speaker slots.

7) Australian Consumer Law, Defects & Liability

- a) Nothing in this Agreement restricts, limits or excludes any rights you may have under the *Competition and Consumer Act 2010 (Cth)* Schedule 2 (**Australian Consumer Law**) or any other law.
- b) If you acquire any goods under this Agreement as a Consumer as defined in the Australian Consumer Law (**Consumer**), the goods will be supplied in accordance with any applicable consumer guarantees as defined in the Australian Consumer Law (**Consumer Guarantees**).

- c) Some of our products may come with additional warranties than those provided under the Australian Consumer Law (**Warranties**). We will advise you of any Warranty that applies to your goods in writing separate to this Agreement. Our Warranties are in addition to, and do not restrict, limit or exclude any rights you may have under the Australian Consumer Law or any other law.
- d) Other than as provided in clauses 7(b) and 7(c) and to the full extent permitted by law, we exclude any warranty or condition in relation to Products supplied to you, which would otherwise be implied.
- e) Subject to clause 7(a) and without limiting any other rights you have at law, if any of our goods fail to comply with any Consumer Guarantees, we agree the following (unless a more favourable position is offered to you in our Returns & Shipping Policy):
 - i) If the goods have a minor problem: we will at our election, repair, replace or refund the goods; or
 - ii) If the goods have a major problem: we will at your election, repair, replace or refund the goods.
- f) Please refer clause 9 and to the Warranties documentation for characteristics and items that are not considered defects or faults.
- g) To the extent permitted by section 64A of the Australian Consumer Law, our liability to you for any loss or claim suffered by you under this Agreement including in respect of our failure to comply with any Consumer Guarantees, is limited to (at our election):
 - i) The replacement of the goods;
 - ii) The repair of the goods;
 - iii) A refund for the cost of the goods; or
 - iv) The payment of the cost of having the goods repaired.
- h) You agree to thoroughly inspect your Products upon delivery. Please email steve@spectraflora.com as soon as possible after realising your Product has a potential defect with all the relevant details, ideally within 7 days.
- i) We will conduct our assessments as soon as possible upon notification by you and advise you on next steps and possible remedies including whether you are entitled to a repair, refund, or exchange.
- j) Subject to clause 7(k), we will arrange and pay for the costs of shipping costs if your Product is faulty and needs repairing or replacement.
- k) Subject to clause 7(a) and without limiting any other rights you have at law, in the event that an item is returned via an external delivery company or our delivery staff or an employee of SpectraFlora is called out to inspect an alleged defect in workmanship, a fault, or any other warranty claim, and these are not substantiated or established to be the responsibility of SpectraFlora, the customer will be charged the costs associated with the call out or shipping of the item.

8) **Disclaimers**

- a) The list of disclaimers in this clause is not exhaustive. For example, the Warranties contain additional disclaimers applying to the Products.
- b) SpectraFlora manufacture their products with a range of Australian timber. This can result in variations of timber tone, grain and construction in each product.
- c) Products are generally handmade by the team at SpectraFlora. As such there will always be variation across manufacture of repeated items.
- d) We work with natural timbers and leathers. If we supply a sample piece, the sample piece we supply will never be an exact match to the finished piece, but we endeavour to make it as close as the materials will allow.
- e) Customers referring to a sample in their care must consider the storage and age of this sample if referred to after a significant amount of time has passed since the customer acquiring the sample.
- f) Availability of sample pieces cannot be guaranteed unless an order for the full amount of material has already been placed to complete the project in question.

9) **Characteristics not defects**

- a) For the avoidance of doubt, the characteristics in our Products below are not considered defects. For example, the list of characteristics in this clause is not exhaustive. The Warranties contain additional characteristics which are not defects in relation to the Products.
- b) Colour and grain variations: Timber, including plywood, is a natural material and will have varying characteristics depending on the timber growth conditions, age, and specific timber being used.
- c) Colour changes: Clear finishes tend to darken slightly with age. Paints can change colour with age and sunlight exposure, including indirect sunlight indoors. Bronze screws form a patina with age.

10) **Privacy**

- a) We are committed to the transparent management of your personal information.
- b) So that we can fulfil your orders, we will need to collect certain personal information from you. We agree to take all reasonable steps to protect your personal information submitted to us via the Website in accordance with our Privacy Policy located on our Website.

11) **Intellectual Property**

- a) SpectraFlora Pty Ltd is the owner or licensee of product designs, the trademark SpectraFlora, floral patterns, and its logo found on the Website. Other product and company names displayed on the Website may also be trademarks of their respective owners.
- b) SpectraFlora Pty Ltd is the owner or otherwise have a licence to use, all images, videos, literary works, designs, source code and data, and any other copyright matter contained in the Website (**Content**).

- c) While you may browse or print the Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you would like to use, copy or reproduce any part of this Website or the Content for any other purpose.

12) **Third Party Links**

- a) The Website may include links to third party websites, over which we have no control. Such links do not indicate, expressly or implied, any endorsement by us of the third party website or the products and services provided on that third party website. You agree that we are not responsible for the availability of, and content provided on, third party websites.
- b) We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on third party sites, or that third party sites will be virus free.

13) **Limitation of Liability**

- a) Subject to clause 7(a), and only to the extent permitted by law, you agree:
 - i) Your use of, and reliance on, this Website (including all Content) is entirely at your own risk, and we exclude our liability to you (including because of our negligence) for all types of loss resulting from your use of or reliance on this Website (including all Content), however incurred; and
 - ii) SpectraFlora does not make any representations, warranties or guarantees in relation to the Website or the supply of the Products via the Website (other than the representations, warranties or guarantees referred to in these Terms); and
 - iii) SpectraFlora hereby disclaims all liability in connection with any loss arising out of or in connection with any use of, or reliance on, the Website.

14) **Indemnity**

- a) You indemnify us (and our representatives) from and against all claims and loss, which may be brought against or suffered or incurred by us (or our representatives) arising out of or in connection with a material breach of these Terms by you (or your representatives) or an unlawful or negligent act or omission carried out by you (or your representatives) in relation to these Terms.
- b) We have an obligation to mitigate any claim or loss which may be made or brought against or suffered or incurred by us.

15) **Law**

- a) The Terms are governed by and are to be construed in accordance with the laws of the State of Victoria, Australia and you agree that the courts of the State of Victoria, Australia will exclusively adjudicate over any dispute in relation to these Terms.
- b) If any term of these Terms conflicts with the provision of any legislation of the Commonwealth of Australia or any State, that legislation will prevail.
- c) This Website may be accessed from outside Australia. We make no representation that the Content available through this Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this Website

from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

Guarantee, trial periods, and Warranty

100-day Guarantee

Speakers and stands are covered by a 100-day money back guarantee for customers within Australia. Within 100 calendar days of delivery, you may return speakers and stands in their original packaging and in their original condition, for a full refund minus shipping costs both to and from your delivery address. The 100-day guarantee excludes custom speakers and speakers shipped outside Australia.

3-day trial period

SpectraFlora, at its sole discretion, may offer potential customers a free trial period of its products.

SpectraFlora may require a deposit for the trial period that is refunded within 7 days of the product being received at the end of the trial by SpectraFlora in its original condition and in its original packaging in its original condition. SpectraFlora may retain the deposit or part of the deposit to cover any repair costs associated with damage during the trial period.

By participating in the 3-day trial period the customer agrees that:

- they are additionally financially liable for any damage beyond the value of the deposit up to the total value of the product;
- product risk according to Clause 6(j) of our Terms and Conditions transfers to the customer from the time they receive the product until the product is returned to SpectraFlora.
- they forfeit their deposit if the product is not returned to SpectraFlora within 7 days of the end of the trial period;
- they are financially liable for the entire value of the product, including any shipping costs, if the product is not returned to SpectraFlora within 30 days of the end of the trial period. In that case the 100-day Guarantee does not apply. The customer agrees to pay the full amount due to SpectraFlora within 45 days from the end of the trial period. Upon payment, the title of the product transfers to the customer according to clause 6(i) of our Terms and Conditions.

SpectraFlora will organise delivery and return of the products. Upon receiving the products, customers agree to inspect them for damage and notify SpectraFlora immediately by emailing steve@spectraflora.com if there is any damage. If the customer makes their own return arrangements, then they are liable for any damage that occurs during shipping.

Warranty

All warranties are non-transferable from the original owner, or original recipient if the speakers are a gift, and do not apply to purchases outside Australia.

Speaker cabinet timber, waveguides (not including compression drivers), and stands are warrantied against manufacturing defects for the life of the original owner. Screw-in feet attached to stands are not covered by warranty beyond what is guaranteed under Australian consumer law. In general, for something to be considered a manufacturing defect it must change the functionality of the speaker or stand or be a structural failure such as, but not limited to, a joint coming loose. Changes in the colour of finishes with time is not covered by warranty. In general, stains and clear finishes will darken slightly with age. Paints might change with age, for example, by being exposed to sunlight, even indirect sunlight through windows. Bronze screws on the backs of speakers will form a patina with age that is not a manufacturing defect covered by warranty.

The speakers are made from natural products, timber and leather, that, by their nature, have natural variation and natural features, such as, but not limited to, differences in grain patterns and edge features. As a result, there will be natural variability in the appearance across speaker panels, waveguides, and speaker pairs that is not considered a manufacturing defect under warranty. Further, speakers and leather panels are assembled by hand and might contain minor inconsistencies, such as small differences in leather stitching, across panels and speakers, that are not considered defects under warranty.

Leather panels, where applicable, are warrantied against manufacturing defects for 3 years. Treatment of the leather with conditioners, oils, leather cleaners, etc., voids the 3-year leather warranty. Leather should be cleaned with a dry or slightly damp soft cloth only and only if necessary.

Speaker drivers are warrantied against manufacturing defects for 3 years. Prior to delivery, we begin the break-in process of subwoofers and test all drivers, however, the drivers are not completely broken in at delivery. The sound quality of the speaker drivers will change during an initial customer break-in period. Changes in sound quality during this period, which is well within the 100-day guarantee period assuming the speakers are used regularly, are for the better and are not covered by warranty. Damage to drivers by using a vacuum cleaner to clean the speakers is not covered by warranty—vacuum cleaners should not be used to clean the speakers. Speakers should be cleaned by lightly hand dusting with a soft, dry cloth.

All other components such as crossover components, binding posts, and internal wiring are warrantied against manufacturing defects for 10 years, not including 9 V batteries. Damage to binding posts caused by overtightening, which could crack the clear plastic insulation or damage threads, is considered misuse and is not covered by warranty.

All SpectraFlora speakers are intended and designed for indoor, private, domestic use only. Warranties are void in cases of misuse, such as overdriving speakers beyond their rated peak wattage, outdoor use, live music sound reinforcement, and use for commercial or institutional purposes such as, but not limited to, use in PA systems. Warranties for drivers do not include damage to speaker surrounds or spiders or burnt or damaged voice coils caused by misuse. Modification of any kind, including but not limited to repairs, disassembly, or the addition of mounting hardware, not authorised beforehand in writing by an officer or director of SpectraFlora Pty Ltd, voids warranties.

Remedies for warranty claims

When practical, SpectraFlora will conduct repairs itself. Otherwise, SpectraFlora will recommend a local repairer. If a customer chooses their own repairer, then that repairer must

be approved by SpectraFlora before work commences. If faults covered by warranties cannot be repaired, then SpectraFlora will replace the faulty component or work with the customer and an approved repairer to replace the faulty component.