



# TERMS & CONDITIONS

## 1. Definitions

**Company** (also “we”, “us”, “our”) means Lain Pty Ltd, the seller of the Goods.

**Client** (also “you”, “your”) means the purchaser or entity placing the order for Goods.

**Goods** means all furniture, accessories, custom-made items and other products supplied by the Company.

**ACL** means the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) and applicable state fair trading legislation.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

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## 2. Quotations & Pricing

2.1. All quotations issued by us are valid for 30 days unless otherwise stated. Prices are in Australian dollars and exclusive of GST.

2.2. Quoted prices exclude delivery, installation and other additional services unless specifically noted. Any change in quantities, specifications, materials, or lead times may require a revised quote.

2.3. We reserve the right to revise pricing if our costs increase (for example, due to supplier price changes or new taxes) after the quote is given but before order confirmation. You will be notified of any such revisions.

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## 3. Orders & Lead Times

3.1. A project is only considered a confirmed order once a deposit payment has been received in cleared funds. We do not commence procurement or manufacturing until this deposit is received.

3.2. Lead times are calculated from the date of deposit receipt and finalisation of all required selections or approvals (e.g. finishes, drawings).

3.3. Lead times provided are estimates in business days or weeks. While we strive to meet indicated delivery dates, these are not guaranteed. Factors outside our control (supplier delays, freight issues, manufacturing delays or other external factors) may impact lead times.

3.4. The Company will not be liable for any loss or damage caused by delivery delays outside our reasonable control, but we will communicate any known delays and updated timelines promptly. (See also Limitation of Liability in Section 12.)

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## 4. Payment Terms

4.1. The standard payment terms are a 50% deposit payable upon order confirmation, with the remaining 50% balance due prior to delivery or dispatch of the Goods. We are under no obligation to manufacture or deliver any Goods until the required deposit is received in cleared funds.

4.2. The balance of payment must be received in full before the Goods are delivered or released for pickup. We reserve the right to withhold delivery or collection of Goods until full payment (including any applicable delivery or other charges) has been received.

4.3. Late or overdue payments may result in delays to delivery and may incur storage fees for holding the Goods. Any such storage or administration fees will be payable by the Client before release of the Goods. We also reserve the right to charge interest on overdue amounts at the rate prescribed by applicable law, accruing daily from the due date until payment in full.

**5. Delivery and Risk**

5.1. Delivery Arrangements: We will arrange delivery of the Goods to the address specified in your order, using either our in-house delivery team or a contracted carrier. Delivery charges (if any) will be specified in the quote or otherwise communicated to you. Delivery is curbside or to ground floor of the address unless otherwise agreed in writing. The Client must ensure that access is sufficient and that someone is available to receive and sign for the delivery at the agreed time. Additional charges may apply for difficult site access, specialty installation services, or if re-delivery is required due to unavailability.

5.2. Risk Passing: Risk in the Goods passes to you at the moment the Goods are delivered to your delivery address (or are deemed delivered as per the agreed delivery terms). If you arrange for your own carrier or agent to collect the Goods (or if you pick them up yourself), risk passes to you once the Goods leave our premises. You are responsible for obtaining appropriate transit insurance if you handle pickup or freight.

5.3. Freight Damage or Loss: If we have arranged delivery and the Goods are lost or damaged in transit prior to delivery, we will replace or repair the Goods as necessary at our cost. In order to claim such remedy, you must inspect the Goods upon delivery and report any transit damage or shortage to us within 24 hours (see Inspection & Claims below). Please note any obvious damage on the delivery docket with the driver if possible. Timely notification enables us to meet carrier insurance terms and to assist you promptly. If you fail to notify us of transit damage within the 24-hour window and it was reasonably evident upon delivery, it may prejudice our ability to resolve the issue; however, you will not lose the right to a remedy for latent (hidden) damage or defects that were not apparent at delivery.

5.4. Delivery Dates and Force Majeure: Any delivery or shipment dates we give are estimates only. While we will use reasonable efforts to deliver by the estimated date, we are not liable for delays due to causes beyond our control (including but not limited to accidents, transport strikes, epidemics, supply chain disruptions, or acts of God). In the event of a significant delay, we will inform you as soon as possible and provide a revised delivery schedule. Delay in delivery will not entitle the Client to cancel the order or refuse the Goods, unless such delay is unreasonable and caused by our fault.

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**6. Inspection & Claims**

6.1. You (or your authorized receiver) must inspect the Goods upon delivery or collection. We request that you carefully examine all items within 24 hours of receiving them.

6.2. If there is any discrepancy, damage, defect, or issue with the Goods (for example, missing parts or the Goods not matching your order specifications), you must notify us in writing (e.g. via email) within that 24-hour period. Please provide details and, if applicable, photographs of any damage or non-conformity. This allows us to address any transport damage or apparent defects promptly.

6.3. If you do not notify the Company of any issues within 24 hours of delivery, the Goods will be deemed to be received in good order and condition, free from any apparent defects or damage. In that case, you accept the Goods as delivered. However, this does not affect your rights to claim for any latent defects (defects not reasonably observable upon initial inspection). If a latent defect becomes evident later (within the warranty period or otherwise within a reasonable time of discovery), you should notify us as soon as practicable after discovering the issue, and we will process such claims in accordance with Section 9 (Warranty) and applicable law.

6.4. Submitting a timely claim under this Inspection & Claims clause will assist in a faster resolution. Depending on the nature of the issue, our obligations may include arranging repair, providing replacement parts, or exchanging the Goods, in line with the terms of warranty and your rights under the ACL. Nothing in this section reduces any rights or remedies you have under consumer law for faulty goods.

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**7. Custom & Made-to-Order Products**

7.1. Many of our Goods are custom-made, bespoke, or produced to order according to the Client's specifications. By placing an order, you acknowledge that manufacturing of custom items will commence specifically for you. Cancellation or changes to custom orders are limited (see Cancellation Policy in Section 10).

7.2. Variations: You understand that natural variations and slight differences are inherent in custom production and materials. In particular, variations in color, grain, texture, or finish (especially with natural timber, leather, or fabric), as well as minor differences between production batches (e.g. in powder coating or dye lots), are considered normal and not defects.

7.3. By confirming a custom or made-to-order purchase, the Client accepts these potential minor variations in appearance or finish. We will endeavor to ensure samples or descriptions are as accurate as possible, but the delivered Goods may have reasonable variations that do not materially affect the functionality or overall design. Such variations do not entitle the Client to reject the Goods or claim they are not as described.

**8. Returns and Refunds**

8.1. No Change-of-Mind Returns: Due to the bespoke and made-to-order nature of many of our products, we maintain a strict no returns policy for change of mind or circumstances. In other words, we are not obligated to accept returns, exchanges, or provide refunds simply because you have changed your mind, ordered incorrectly, found a product cheaper elsewhere, or no longer require the Goods. This policy applies to all sales except where we expressly agree otherwise or where required by law (such as in cases of goods that are proven faulty or defective under consumer law). Under Australian Consumer Law, you are generally only entitled to a refund or replacement if a product has a major problem (e.g. a serious fault) – not for change of mind [consumer.vic.gov.au](http://consumer.vic.gov.au).

8.2. Non-Returnable Items: The following categories of Goods cannot be returned or refunded (unless they are faulty or not as ordered under Section 9 or required by law):

- Custom-made products manufactured or ordered to your specifications;
- Made-to-order or specially procured furniture items;
- Items with personalized or special-order finishes, materials, or upholstery chosen by you;
- Any Goods that have been installed, used, or damaged after delivery; and
- Delays in delivery or slight variations in materials/finish (these are not grounds for return, as per Sections 3 and 7).

8.3. Discretionary Returns for Stock Items: If we carry standard stocked items (non-customized) and you wish to return such an item, you may contact us within 7 days of delivery to request a return. Any acceptance of returns for non-faulty, standard stock items is at our sole discretion on a case-by-case basis. We are under no obligation to approve such returns. If a return is approved, the product must be unused, in original condition and packaging, and accompanied by proof of purchase.

8.4. Restocking and Fees: For any return of Goods that is approved by us (where no consumer guarantee applies), we reserve the right to charge a restocking fee and to deduct any costs we have incurred. This may include, for example, supplier cancellation fees, manufacturing costs for work done, the cost of materials already purchased or used, freight or delivery charges, and reasonable administrative costs. We will inform you of any such fees or cost deductions at the time of authorizing a return. The amount of any refund will be the original purchase price minus these costs, unless otherwise agreed.

8.5. Faulty or Not as Described Goods: If the Goods are damaged, defective, or do not match the description or your order (and this was not due to misuse or an issue arising after delivery), then you may have rights to a repair, replacement or refund under the ACL or other laws. In such cases, please notify us as soon as possible (refer to Section 6 for initial claims upon delivery). We will work with you to resolve the issue by offering an appropriate remedy – which, depending on the circumstances, may include repairing the Goods, replacing them, or providing a refund or credit. Minor defects will typically be addressed with repair or replacement parts, whereas major faults may entitle you to a replacement or refund at your election [consumer.vic.gov.au](http://consumer.vic.gov.au). We will comply with our obligations under ACL regarding remedies for faulty goods.

8.6. ACL Rights Preserved: Nothing in this Section 8 (Returns and Refunds) is intended to exclude or restrict any rights you have under the Australian Consumer Law. In particular, the above change-of-mind return policy does not apply to goods which are faulty, damaged, or not as described – in those cases, you are entitled to the remedies outlined in these Terms and under law. For example, if a product fails to meet a consumer guarantee, you may be entitled to a repair, replacement or refund and to compensation for reasonably foreseeable losses. Clause 8.4 (restocking fees and cost deductions) will not be applied in a way that contradicts your ACL rights (such as in situations where a full refund is required by law for a major failure).

## 9. Warranty (Warranty Against Defects)

9.1. Standard Warranty: We provide a standard manufacturer's warranty of 2 years on all our products for commercial use, unless otherwise specified in writing. This warranty period begins from the date of delivery or collection of the Goods. It covers the repair or, at our option, replacement of the product if it suffers from a manufacturing defect within the warranty period, subject to the exclusions and conditions below.

9.2. Scope of Warranty Coverage: This warranty covers manufacturing defects in materials or workmanship under normal use and service. It means the Goods will be substantially free from defects in materials and manufacturing for the duration of the warranty period. If a defect arises and a valid claim is received within the warranty period, we will, at our election, either repair the Goods (or the defective component), or replace the Goods with the same or equivalent product, or pay for the cost of such repair or replacement. Any replacement may be with refurbished items of equivalent functionality if identical materials are not available.

9.3. Warranty Exclusions: The warranty does not cover issues or damage that result from factors other than manufacturing defects, including but not limited to:

- Normal wear and tear, aging or natural deterioration (including of fabrics, finishes, foam, coatings, etc., due to ordinary use or exposure);
- Misuse, abuse, or improper use of the Goods (e.g. using the product for purposes other than its intended use, or subjecting it to unreasonable stress);
- Damage caused by improper assembly or installation not carried out by us (for example, incorrect installation by the Client or a third party, or failure to follow provided instructions);
- Damage caused by alteration, modification, or repair by anyone not authorized by the Company;
- Damage caused by exposure of indoor-rated products to outdoor conditions or other harsh environments (e.g. weather, moisture) contrary to our recommendations;
- Variations in natural materials (such as wood grain or color variations in textiles) that are inherent and not defects (as outlined in Section 7.2); and
- Customer-supplied materials or components (for example, fabric or leather provided by the Client for upholstery, often called COM – Customer's Own Material – which we cannot warrant for quality or durability).

If a reported problem with a product is found to fall under one of these exclusions, it will not be covered by our warranty. However, we may still assist in repairing the item at your cost if possible.

9.4. Making a Warranty Claim: To make a claim under this warranty, you must notify us in writing (by email is acceptable) as soon as possible after the defect is discovered, and within the warranty period. Include your proof of purchase (invoice or receipt) and a description of the defect (with photos if available) to help us assess the issue. You may be required to return the Goods or the defective part to us for inspection or repair. Unless otherwise required by law, you will bear any expense of claiming under this warranty (for example, the cost of transporting the product to us); however, if we determine that a valid manufacturing defect exists, we will reimburse any reasonable freight or transportation costs you incurred in making the claim. We will respond promptly and, where a claim is accepted, will arrange for the repair or replacement in a reasonable time.

9.5. Warranty is in Addition to ACL Rights: The benefits provided to you under this warranty are in addition to any rights and remedies you may have under the Australian Consumer Law [www.accc.gov.au](http://www.accc.gov.au) or other applicable laws. This warranty against defects does not exclude, restrict, or modify the consumer guarantees and other legal rights you have. In compliance with the ACL, we make the following mandatory statement:

"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." [www.accc.gov.au](http://www.accc.gov.au)

This ACL statement applies to you if you are a "consumer" under the ACL (for example, in general, if you acquired Goods costing less than \$100,000 or Goods of a kind ordinarily used for personal, domestic or household purposes). If you are such a consumer, our products come with automatic consumer guarantees that cannot be excluded, and this warranty operates alongside those rights "in addition to" them, not in substitution. If you are not a consumer under the ACL, then this Section 9 constitutes the entire warranty given by us (aside from any other express warranties in writing), but you may have other rights under the general law which are also unaffected.

9.6. Limitation for Business Consumers: If you are a business purchasing the Goods in trade and the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then as far as the law permits, we limit our liability for failure to comply with any consumer guarantee under the ACL to (at our option) repairing or replacing the Goods, or paying the cost of such repair or replacement. (This is further explained in Section 12 below.) This Section 9.6 does not apply to a sale if it is prohibited or void under any legislation for us to limit our liability in this manner.

**10. Cancellation Policy**

10.1. Order Cancellation: Once an order is confirmed and a deposit is paid, or once manufacturing of a custom product has commenced (whichever occurs first), the order cannot be cancelled by the Client for convenience. We commit resources and incur costs immediately upon order confirmation (especially for custom items), therefore no refund of deposit will be available for cancellations after this point, except at our discretion under clause 10.2.

10.2. Cancellation Requests (Before Production): If you wish to cancel an order (in whole or in part) before we have begun production or procurement of materials, you must request this in writing as soon as possible. The Company may, at our sole discretion, agree to such a cancellation or partial cancellation. Any approval may be subject to you paying for any costs already incurred by us up to that time. For example, we may deduct the cost of any materials purchased specifically for your order, any work already performed, any third-party supplier or cancellation fees, and a reasonable administration fee. We will inform you of these charges at the time of cancellation. Only the balance of any deposit remaining after such deductions (if any) would be returned to you.

10.3. Orders for standard, non-custom Goods may be cancelled prior to dispatch with our approval, but a cancellation fee of up to 20% of the order value may apply to cover restocking or administration, at our discretion. If the Goods have already been dispatched or delivered, the Returns policy (Section 8) will apply instead.

10.4. The Company reserves the right to cancel an order or part of an order in the event that: (a) the Goods are unavailable or discontinued (we will offer a refund or alternative in such case); (b) you breach a material term of these T&Cs; or (c) we have reasonable grounds to suspect fraud or unlawful conduct in relation to the order. In the event we cancel an order through no fault of yours, we will refund any amounts paid for the cancelled items. This will be our sole liability for such cancellation.

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**11. Intellectual Property**

11.1. All intellectual property in the designs, drawings, concepts, catalogues, photographs, and documentation provided by the Company remains the exclusive property of Lain Pty Ltd. This includes any product designs or custom solutions we develop or modify for you. Our branding, logos, and trademarks are also protected and remain our property.

11.2. You must not use, copy, reproduce, or distribute any such intellectual property or proprietary material without our prior written consent, except as necessary for the normal use of the Goods. For example, you may not replicate our product designs or share our drawings with third parties to copy. Any materials we provide to you are for the sole purpose of evaluating or using our Goods and must not be used for any other purpose. The Client is not permitted to remove or alter any branding or markings on the Goods that identify the Company.

**12. Limitation of Liability**

12.1. Australian Consumer Law: Nothing in these Terms and Conditions is intended to exclude, restrict, or modify any guarantee, warranty, right or remedy which the Client may have under the Australian Consumer Law (ACL) or other applicable law that cannot be excluded, restricted, or modified by agreement. If any provision of these Terms is inconsistent with a non-excludable requirement of law, that provision shall be read down or severed only to the extent necessary to comply.

12.2. Implied Terms: Except as expressly set out in these Terms, and subject to clause 12.1 above, all conditions, warranties, guarantees and representations that would be implied in this contract by law or otherwise (including any implied warranties as to merchantability, fitness for purpose, or compliance with description) are expressly excluded to the fullest extent permitted by law. You acknowledge that, apart from any consumer guarantees under the ACL that may apply, you are only relying on the terms of this written agreement and not on any other representations or promises.

12.3. Indirect and Consequential Losses: To the maximum extent permitted by law, the Company will not be liable for any indirect, incidental, special or consequential loss or damage arising out of or in connection with the sale, delivery, or use of the Goods. This includes, without limitation, any loss of profit, loss of revenue, loss of anticipated savings, loss of business opportunities, or damage to reputation suffered by the Client or any third party, and any loss or damage arising from delays in delivery or installation, or from the misuse or incorrect use of the Goods by the Client. You agree that we shall not be liable for any such losses even if we have been advised of the possibility of them.

12.4. Cap on Liability – Repair/Replacement: Subject to clause 12.1, and to any specific remedies provided under the ACL where applicable, the total aggregate liability of the Company arising out of or in connection with the supply of Goods (whether for breach of contract, breach of statutory duty, negligence or other tort, or otherwise) shall be limited, at our election, to one of the following:

- (a) In the case of Goods: (i) the replacement of the Goods or the supply of equivalent goods; or (ii) the repair of the Goods; or (iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the Goods repaired.
- (b) In the case of services (if any services are provided under this contract, such as installation): (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

We will choose which of the above remedies (a)(i)-(iv) or (b)(i)-(ii) to provide in our discretion. In any event, our liability for any loss or damage will not exceed the price you have paid to us for the Goods or services in question. This clause 12.4 sets out the maximum liability of Lain Pty Ltd, its directors, employees, and agents collectively.

12.5. No Liability for Consequences of Client Actions: The Company will not be liable for any loss, damage or injury to the extent caused or contributed to by the Client's own acts or omissions. This includes (but is not limited to) where the Client has: used the Goods in a manner contrary to instructions or intended purpose; altered or repaired the Goods without authorization; or failed to maintain the Goods as recommended. Furthermore, if the Client on-sells or supplies the Goods to a third party, the Client is responsible for ensuring that correct information and instructions accompany the Goods and for compliance with all laws (including ACL obligations to consumers, if the Client is resupplying to consumers). The Company will not be liable for any claims or losses in such downstream transactions.

12.6. Indemnity: To the extent permitted by law, the Client agrees to indemnify and hold harmless the Company and its officers, employees, and contractors from any claim or loss arising out of the Client's use of the Goods or breach of these Terms, except to the extent that such claim or loss is caused by our negligence or willful misconduct. This indemnity includes any legal fees and costs incurred in defending or responding to such claims.

12.7. Application of Limitations: The limitations and exclusions of liability in this Section 12 apply to the fullest extent permitted by law, and survive termination or expiration of the contract between the Company and Client. Where the ACL applies to a transaction and the Goods are of a kind not ordinarily acquired for personal, domestic or household use or consumption, the Company is allowed by law to limit its liability as set out in clause 12.4, and we have done so. However, if you are entitled to a remedy under the ACL that cannot lawfully be excluded or limited, nothing in these Terms will purport to exclude or limit it. In the event of inconsistency between this Section and mandatory law (such as the ACL), the mandatory law shall prevail [fairlandgroup.com](http://fairlandgroup.com).

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**13. Governing Law and Jurisdiction**

These Terms & Conditions and any contract including them are governed by the laws of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria (and any courts which can hear appeals from them). The rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law. If any provision of these Terms is found to be invalid or unenforceable by a court, that provision shall be severed to the extent of the invalidity, and the remainder of the Terms shall remain in full force and effect.



## 14. Retention of Title (Ownership of Goods)

14.1. Title Remains with Company: Title to and ownership of all Goods remains with Lain Pty Ltd (the Company) until full payment for those Goods has been received. "Full payment" means the clearance of all funds owed for the Goods, including any deposits, progress payments, balance payments, delivery charges, GST, and any other amounts payable under the invoice or agreement. Only upon receipt of full payment will ownership of the specific Goods pass from the Company to the Client.

14.2. Possession as Bailee: Until title passes to the Client:

a. The Client holds the Goods as bailee for the Company. This means you hold the Goods in a fiduciary capacity, keeping them safe for us. You must not represent to any third party that you own the Goods until full payment is made.

b. You must keep the Goods in good condition and not deface, alter, damage, or destroy them. You must not install or affix the Goods to any property (for example, installing furniture in a manner that it becomes a fixture to land or is irreversibly integrated into another product) without our consent, unless the nature of the Goods inherently requires such integration (in which case, our title extends to the resultant product or permitted installation). You must not use or treat the Goods in any way which could adversely affect our ownership rights.

c. You must store the Goods separately from other items (where practicable) or otherwise ensure that the Goods are clearly identifiable as the property of Lain Pty Ltd. For example, keep them labeled or stored in a section marking them as Lain's property. This is to prevent confusion with other similar goods and to protect our interest in them.

14.3. Right to Reclaim Goods: If you have not paid for the Goods in full by the due date, or if you become insolvent, bankrupt, enter administration or receivership, or are otherwise unable to pay your debts, the Company has the right to immediately retake possession of the unpaid Goods. In such an event, you agree to allow us (or our agents) access to your premises where the Goods are stored, during normal business hours or at any reasonable time, to inspect and/or repossess those Goods. You irrevocably authorize the Company to enter the premises (or any other location under your control where the Goods are situated) for this purpose, and you agree to cooperate with us to facilitate the return of the Goods. We will exercise this right in accordance with the law and without trespass. Any costs incurred by the Company in retaking possession of the Goods (including legal fees, transport, and storage costs) shall be a debt due and payable by the Client.

14.4. PPSA Security Interest: The Client acknowledges and agrees that until ownership passes, the Company has a security interest (as defined in the PPSA) in the Goods and any proceeds of the Goods. These Terms and Conditions constitute a security agreement for the purposes of the PPSA. The security interest arises when the Client takes possession of the Goods before full payment – such a retention of title arrangement creates a security interest in the supplied goods which we can register on the PPSR [ppsr.gov.au](http://ppsr.gov.au). We may register our security interest on the Personal Property Securities Register (PPSR) in any manner we choose (for example, as a purchase money security interest, PMSI). The Client must do all things and sign all documents which the Company reasonably requires to effect, perfect, and maintain the priority of our security interest in the Goods (including by obtaining consents, supplying information, or signing forms for PPSR registration).

14.5. Proceeds and On-Sale: In the ordinary course of your business, you must not resell or dispose of the Goods before ownership passes, except with our prior written consent or as part of a normal course of business (if you are a reseller). If you do on-sell any Goods before full payment (in breach of this agreement or with our consent as applicable), you agree: (a) that such sale is made as our agent (to the extent of our interest in the Goods); (b) to hold all proceeds from the sale in a separate identifiable account on trust for the Company, and promptly account to us for those proceeds to the extent of the unpaid price of the Goods; and (c) that our security interest extends to the proceeds of the sale. This means we have a security interest in any accounts receivable or cash you receive in respect of the Goods.

14.6. Further Assurances and Waivers (PPSA): The Client waives the right to receive any notice or copy of any verification statement under the PPSA in respect of the security interest created by these Terms, unless such notice is required by law and cannot be excluded. To the extent the law permits, you and we contract out of Sections 95, 118, 121(4), 130, 132(3)(d), 132(4), and 135 of the PPSA (which would otherwise impose obligations on us or grant rights to you). The Client also waives any rights to object to our proposal to purchase the collateral under PPSA s129, or to redeem the collateral under s142, or reinstate the security agreement under s143. Confidentiality: Neither party will disclose information of the kind mentioned in PPSA s275(1) except as permitted by s275(7).

14.7. Continued Ownership: Until full payment is received, the Client must not grant or allow any other security interest or lien over the Goods. You must immediately notify us if any third party attempts to seize or exercise any lien over the Goods (for example, through repossession or execution of a judgment), and you must inform that third party that the Goods are owned by and subject to a security interest in favor of Lain Pty Ltd. In the event any Goods are seized or impacted by third-party action, you will reimburse us for any costs we incur in protecting or enforcing our rights in the Goods.