

CONDITIONS OF SALE

1. General

These Terms and conditions apply to the total product range and are specifically used for all transactions unless otherwise agreed.

No variation or cancellation of any of these Conditions of sale shall be binding on the Company unless agreed to in writing.

2. Variations of Conditions

No terms, provisions or conditions at variance with those set out herein shall be effective in any way unless and until specifically accepted by the Company in writing.

3. Precedence

In the event of conflict between those conditions and those which may be included in, or implied by, any document forming part of any inquiry, specification, order or contract then the former shall prevail except in as far as they are expressly varied by the Supplier in writing or otherwise by law.

4. Acceptance

The Supplier reserves the right to accept or reject any orders received.

5. Prices

- (a) All prices are subject to change without prior notice and all orders are accepted by the Supplier on the condition that they will be invoiced at the price ruling at the date of dispatch.
- (b) Prices include standard packing and are offered ex the nominated warehouse where stock is available.
- (c) All prices shown in published catalogues or price lists are recommended selling prices only and there is no obligation on the part of the reseller to maintain the same price.
- (d) Prices are to be understood for standard stock items. For specific imported consignments, against purchaser's order, the price is subject to changes in relationship to Exchange Rate and Import Duty.

6. GST

All prices are inclusive of GST.

7. Terms of Payment

Strictly 30 days, unless otherwise stated for companies that have established satisfactory credit rating. Where no suitable credit rating has been established terms are C.O.D. Delays of payment beyond the 30 days terms will give the supplier the right to charge additional interest at the Suppliers Bankers Overdraft accommodation which will be calculated from invoice date to the actual date of full payment.

8. Delivery

The delivery date quoted commences from the time the order is received accompanied with sufficient information to process the order. The Company shall not in any event be liable to the purchaser for any loss of profits or any other consequential loss or damage caused to the purchaser by any delay in the delivery or non-delivery of the goods or any part of them.

9. Delivery Charge

A delivery charge will be added to each invoice, the value depends on the size and weight of the consignment. Alternatively goods will be available FOB from our nominated warehouse.

10. Validity

Unless otherwise stated, quotations are open for acceptance for thirty (30) days from date of quotation, and thereafter, are subject to the confirmation before acceptance

11. Cancellation or Variation

A contract may, at the Supplier's option, be terminated in the event of insolvency of the purchaser or of execution being levied against any of the goods of the purchaser or of the purchaser being placed in liquidation, whether voluntarily or otherwise. An order may only be varied with the written consent of the Supplier and then only on terms which indemnify the Supplier against loss.

12. Changes

Alterations made following receipt of an order are subject to adjustment for price delivery and extra expense incurred.

13. Goods Returned for Credit

Goods as listed in the current price lists may be credited by prior arrangement only to 75% of the invoice value. The goods must be returned within 14 days of delivery, free into our store, in the original packing, unsoiled, undamaged and in re-saleable condition. The goods must be accompanied by a delivery docket number, relevant invoice number, date of purchase, and reason for return. We reserve the right to refuse credit for any goods returned if the claim is considered unjustified after inspection. Goods made to special order, or modified to purchaser's requirement, cannot be credited.

14. Property and Risk

Notwithstanding that the goods shall in whole or in part be at the risk of the purchaser the property in the goods shall remain with the supplier until they have been paid for by the purchaser. Where carriage is the responsibility of the supplier his responsibility will include insurance cover to the point of the purchaser's store.

15. Damage or Loss in Transit

Where carriage is the responsibility of the Supplier, he will repair or at his option replace free of charge contract goods, lost or damaged in transit to the contractual point of delivery provided he is given written notice of such loss or damage within forty eight hours (48) of delivery or expected delivery, or within such times as will enable the Supplier to comply with the carrier's conditions of carriage as affecting loss or damage in transit.

16. Information and Drawings

All drawings and printed matter accompanying a quotation or in the purchaser's possession before or after acceptance of an order are informative only and are intended to be only a general description of the goods, and shall not form part of the contract unless certified by the Supplier in writing, in which case they shall be subject to recognised tolerances.

17. Liability of Supplier

Except as may otherwise be provided by law, the supplier shall not be under any liability whether in contract to, or otherwise, for any injury, damage or loss, including consequential damage or loss whether to persons or property.

18. Warranty

All goods supplied by the Supplier are guaranteed against faulty workmanship, materials or design for a period of twelve (12) months from date of invoice, unless otherwise agreed. Except as may otherwise be provided by law our liability for any loss injury or damage attributable thereto shall be limited to making good by exchange or repair of defects which appear therein under proper use provided that such defective parts be returned free into the Suppliers store.

Except as may otherwise be provided by law the Supplier shall not be liable for any loss of profits or any other consequential loss or damage suffered by the purchaser in consequence of any defect in workmanship material or design of the goods.