

1. Governing Terms And Conditions

These terms and conditions govern exclusively the sale by the Seller to the buyer.

The Seller objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by the buyer to the Seller. No additional or different terms or conditions will be binding upon the Seller unless specifically agreed to in writing by the Seller and buyer.

2. Cancellation

No order may be cancelled or altered by buyer except upon terms and conditions acceptable to the Seller, as evidenced by the Seller’s written consent. In the event of such an approved cancellation or alteration the Seller shall be entitled to payment of the full price, less the amount of any credit the Seller may elect in its sole discretion to extend to the buyer by reason of cancellation or alteration.

Only items that appear in the Seller’s current price list of stocked items will be considered for return based on cancellation. Non-stocked items and custom order will not be accepted for return for any reason.

3. Cancellation Fees

Cancellation fees apply to all orders not yet despatched. Orders will be charged as follows:

- 10 percent of value of order by way of cancellation fee on stocked items
- No cancellation on non-stocked items
- No cancellation on custom orders

4. Storage And Holding

Storage fees or holding fees may apply to bulky orders which will be at the Seller’s discretion. See also delayed shipment.

5. Current Prices And Payments

All prices are fixed as per price list issued on 3rd December 2019 unless otherwise agreed upon by the Seller. Other agreed pricing must be referred to at the time of submitting a purchase order otherwise standardised pricing as per 3rd December 2019 list will apply. All prices are subject to change without notice and goods will be despatched at the prevailing price at the time of despatch. Payment is due upon buyer’s receipt of the Seller’s invoice, unless Seller requires payment in advance. Payment terms are as agreed upon by the Seller prior to purchase. Pre-paid orders must be paid within 15 days of the date of the order or goods the subject of the order, will be returned to stock and order cancelled unless otherwise agreed upon.

6. Taxes And Other Charges

Any manufacturer’s tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any government authority, on or measure by the transaction between the Seller and buyer (collectively, “taxes and other charges”) shall be paid by buyer in addition to prices quoted or invoiced.

In the event the Seller is required to pay any such taxes and other charges, buyer shall reimburse the Seller therefore.

7. Delivery, Claims And Force Majeure

The Seller reserves the right to make delivery of order in installments and unless otherwise expressly agreed all such installments to be separately invoiced and paid for when due according to and without regard to subsequent deliveries or orders.

Delay in delivery of any installment of any order shall not relieve the buyer of its obligations to accept remaining installment deliveries. Buyer must make claims for shortages or other errors in delivery in writing to the Seller within 10 calendar days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims.

All delivery dates are approximate.

The Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond the Seller's reasonable control, including, without limitation, any act of God, act of buyer, embargo or governmental act, regulation, or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labour, materials, or manufacturing facilities. In event of such delay the date of delivery shall be extended for a period equal to the time lost because of the delay.

Buyer's exclusive remedy for other delays and for the Seller's inability to deliver for any reason shall be rescission of this agreement.

Buyer to refer to Freight and Handling Charges List for freight costs. Buyer acknowledges having inspected that list and agrees to pay the freight and handling charges as listed in addition to the price for product ordered.

8. Delayed Shipment

If the products are not shipped within 15 days after notification to buyer that they are ready for shipping, for any reason beyond the Seller's reasonable control, including buyer's failure to give shipping instructions, buyer shall pay the Seller a fee equal to 10% of the invoice price of the products, as compensation for handling, transportation and storage costs associated with such a delay.

9. Changes

The Seller may at any time make such changes in design and construction of products, as the Seller deems appropriate, without notice to buyer. The Seller may furnish suitable substitutes for material unobtainable because of priorities or regulations established by governmental authority or non availability of materials from suppliers.

10. Warranties

All warranty issues are dealt with by the manufacturer or distributor of the product and are bound strictly by their respective warranty policies. If a problem occurs with purchased items within the period covered by the manufacturer's warranty, the Buyer must contact the manufacturer/distributor for a direct resolution of the warranty claim. Other than as specifically identified in an applicable warranty card in relation to any products, the Seller makes no express warranties or representations as to any products. To the maximum extent possible at law, the Seller's liability under any implied warranties is limited to:

- i. The replacement of the products or the supply of equivalent products;
- ii. The repair of the products;
- iii. The payment of the cost of replacing the products or acquiring of equivalent products;
- iv. The payment of the cost of having the products repaired (all of i. to iv. at the Seller's option),
- v. Or if i. to iv. cannot be effected, a refund of the purchase price

11. Custom Products

Drawings must be provided to the Seller at the time of ordering for any customised special orders. These drawings must be signed for by the Buyer as a confirmation that the provided documentation is true and correct. The Seller takes no responsibility for products that require alteration or cancellation due to incorrect ordering by the buyer of customised products.

12. Invoicing

All payments are strictly 30 days from date of invoice unless otherwise stated in supply agreement and orders will not accepted or processed where invoiced amounts remain outstanding.

13. Consequential Damages & Other Liability

Except as otherwise agreed in writing and to the extent permitted by law, the Seller's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and, with respect to other performance of any contract with buyer, shall be limited to the contract price. The Seller shall not be subject to any other obligation or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, with respect to products sold or services rendered by seller, or any undertakings, acts or omissions relating thereto.

Without limiting the generality of the foregoing, the Seller specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, cost of capital, cost of substitute products, or any third party claim for any such damages. The seller shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

Buyer shall indemnify the Seller against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which the Seller may incur as a result of any claim by buyer or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by the Seller's negligence.

14. Technical Information

Any sketches, models or samples submitted by the Seller to the buyer shall remain the property of the Seller, and shall be treated as confidential information unless the Seller has in writing indicated a contrary intent.

No use or disclosure of sketches, models and samples, or any design or production techniques revealed thereby, shall be made by the buyer and without express written consent of the Seller.

15. Brochures

Any and all lists, brochures, warnings or the like concerning the products supplied hereunder are supplied as an aid to buyer and are not represented to be accurate, complete or sufficient.

Buyer will indemnify and hold harmless Seller against all liabilities and expenses (including attorneys' fees) arising out of the use of the products by the buyer or a third party in any case where buyer fails to make available adequate warnings and instructions concerning the proper and normal use of the products.

16. Title

- i. The products supplied by the Seller to the buyer shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as all moneys due to the Seller by the buyer have been paid;
- ii. The buyer acknowledges that it possesses the products supplied to it as bailee for the Seller until such time as they are delivered to a third party in the ordinary course of the buyer's business and the products remain the buyer's risk from the time of delivery of the products to the buyer;
- iii. The proceeds of sale of such products shall be held in trust by the buyer for the Seller and shall not be intermingled with any other money and shall be identifiable as the Seller's money until all amounts due by the buyer to the Seller for the products have been paid;
- iv. The buyer undertakes to store such products on its premises and in a manner which makes them readily identifiable as the Seller's products;
- v. The Seller may for the purpose of examination of or recovery of its products enter upon the premises where the products are stored or where they are reasonably thought to be stored;
- vi. The buyer acknowledges that the Seller's interest in the products as detailed in paragraphs 16(i) and 16(ii) above is to be registered on the Personal Property Security Register as a purchase money security interest and the buyer consents to the Seller registering that interest and will sign all documents and do all things reasonably required by the Seller to secure registration of that interest and to perfect its rights under this clause.

17. Governing Provision

These terms and conditions shall constitute the entire agreement between the Seller and buyer, and shall be governed by and shall be construed according to the laws of the State of New South Wales, Australia (without reference principles of conflicts of laws). To the extent permitted by law there are no conditions affecting this agreement, which are not expressed herein.

18. Return Policy

The seller shall provide Return of Goods Authorisation (RGA) to the buyer for all authorised returns. It shall be the responsibility of the buyer to obtain written RGA authorisation to return merchandise for credit consideration.

RGAs will be charged as follows:

- 0-30 days from invoice date 25% re-stocking fee
- 31-100 days from invoice date 50% re-stocking fee

Nil returns after 100 days from invoice, full amount of invoice to be paid by buyer. Items must be returned to address provided on RGA. All shipping labels must be clearly marked with RGA number. Avoid writing on cartons.

Items returned without RGA or with an expired RGA provided will be refused for delivery and returned to the sender freight collect. Items of return must be shipped freight prepaid in original unopened packaging and in resalable condition. Any item inadvertently accepted without RGA will be scrapped without an allowance for credit. If the order was originally shipped full freight allowed, the party returning the order will be held responsible for both in-bound and/or out-bound freight charges (including GST).

All products must be returned to the location they originated from. (All RGA requests must reference an invoice number). All returns must be received by the Seller within 15 working days from issuance of RGA. All requests for large quantities will be reviewed on a case-by-case basis, in the Seller's sole discretion.

All customised products and non stocked items will not be considered for return as per Terms and Conditions of Sale. Only items that appear in the current price list as stocked items will be considered for return. Non stocked items will not appear on this list.

The Seller reserves the right to inspect all returns upon receipt to the warehouse. Returns damaged or not returned in full, i.e. missing parts, or found to have been installed and then returned or not in saleable condition, as determined in the Seller's sole discretion, will be rejected for credit.

If the product is incorrectly supplied by the Seller due to the Seller's fault the buyer must notify the Seller in writing within 10 days of receipt of product for replacement or reissue of product. Freight cost in this instance will be covered by the Seller.