

TERMS AND CONDITIONS OF SALE

1. No conditions or warranties apply or are given unless expressly hereinafter set out and all conditions and warranties implied by statute are otherwise expressly excluded.
2. All prices are subject to change without notice but if quoted such quotes shall stand for thirty days unless otherwise stated in writing.
3. Subject to paragraph 11 of these terms and conditions the property in all goods shall pass to the purchaser upon delivery to a carrier or upon despatch from the sellers premises if no carrier is involved and in any event risk shall pass at the point of time irrespective of whether freight or despatch charges are paid by the purchaser or not.
4. No variation of an order after date of invoice shall affect the liability of the purchaser unless the written consent of the seller is first had and obtained.
5. Delays in shipment or delivery due to any reason whatsoever whether beyond the control of the seller or not shall not give rise to any claim for cancellation or consequential damages.
6. Goods are warranted to be free from defects in workmanship and materials. No warranty is given to the fitness or suitability for specific applications or use. All warranties and conditions implied by law are hereby expressly negated. The seller disclaims all liability for the consequential loss or damage.
7. Where the goods sold to the purchaser are plans drawings specifications and associated schedules and details no responsibility is accepted by the seller for any errors or omissions on or in relation to the said plans drawings specifications and associated schedules supplied by the seller nor misconstruction or misinterpretation thereof during subsequent manufacture or construction.
8. The purchaser shall indemnify the seller against any claim against the seller for any breach of a registered design, letter patent, trade mark or any copyright or other similar matter or thing arising from the use by the purchaser of the sellers goods whether the purchaser modifies or otherwise deals with the goods or not.
9. Any property lodged with the seller in relation to a purchase be stored by the seller at the depositors risk and no responsibility for the same is or will be accepted by the seller.
10. The giving or issuing of any order for goods by the purchaser to the seller shall be deemed to be an acceptance of these Terms and Conditions of Sale.
11. Title to all goods sold and delivered to the purchaser shall remain with the supplier and will not pass to the purchaser until such time as all monies due from the purchaser to the supplier are paid. In the event that the said goods or any part thereof are sold by the purchaser on credit terms and there remains monies due by the purchaser to the supplier then any debt due to the purchaser shall be the property of the supplier. The supplier shall have full authority to direct payment of such debt as if the supplier were the customer in relationship to the party to whom the goods have been sold. That the supplier has the right to collect from the sub-purchaser the proceeds of sale of the goods originally supplied or of the new goods with which they have been mixed or incorporated.
12. All difference arising out of this agreement shall be referred to the decision of an Arbitrator to be appointed in writing by each of the parties within fourteen days. The making of an award shall, subject to any relevant statutory provision to the contrary, be a condition precedent to any right of action against the seller, but if such action be not commenced within two months of the award the right of action shall be deemed to be abandoned and released. After the expiration of two months of the accrual of the cause of action, the seller shall not be liable in respect of any claim therefore unless such claim shall in the meantime have been referred to arbitration. Notwithstanding anything hereinbefore contained, the seller shall not be in any way prejudiced from taking action against a purchaser for non-payment of any amount due under this agreement.

PAYMENT TERMS AND CONDITIONS

13. All accounts will be entered into strictly on a COD basis unless prior authorisation has been obtained from the supplier, or an account application has been lodged and approved.
14. Our terms of payment are to be strictly complied with and no retention of any amount will be considered.
15. Account keeping fees will be charged on all overdue amounts at a rate of 1.5% per month.
16. The supplier will request a 50% deposit for any special orders made with the supplier upon placement of such order.

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