



AUSTAIN FASTENERS PTY LTD

A.B.N. 96 008 913 479 A.C.N. 008 913 479

"FASTENING AUSTRALIA WITH STAINLESS"

PERTH · MELBOURNE · BRISBANE · SYDNEY

CONDITIONS OF SALE

1. **TERMS:** NETT CASH (Cash, EFT, Credit Card or Cheque by prior approval) or strictly NETT 30 DAYS from the end of the month in which goods are purchased for approved account customers.
2. **PRICES:** The prices and information as listed or referred to in our website or price list are recommended only and there is no obligation to comply with the recommendations. The prices charged and payable shall be the prices ruling at the date the goods are delivered to the purchaser.
Prices are subject to alteration without notice. Prices are exclusive of Goods and Services Tax (GST). (E. & O.E.)
3. **MINIMUM INVOICE CHARGE:** A minimum invoice charge of \$10.00 (ex. GST & Freight charges) shall apply on CASH SALES.
A minimum invoice charge of \$25.00 (ex. GST & Freight charges) shall apply on credit accounts.
4. **GOODS AND SERVICES TAX (GST):** Where applicable, GST will be charged at the ruling rate on Australian domestic purchases. GST will not be charged on legitimate foreign purchases.
5. **RETURNS AND CLAIMS:**
 - (i) Goods will only be accepted for credit if returned within 14 days of date of delivery and must be accompanied by a request for credit quoting the original invoice and/or delivery docket number, **the returns and claims number (RCN)**, the purchase order number, date and reason for return.
 - (ii) **Prior notification** of the return of goods is required, at which point a **returns and claims number (RCN)** will be allocated which must be quoted at the time of the return. The acceptance of such goods does not imply an agreement to issue a credit note. Goods are subject to inspection and approval and will attract a 20% or \$20.00 plus GST (whichever is greater) handling and restocking charge. Freight will be at the expense of the purchaser unless the goods were supplied incorrectly.
 - (iii) No credit will be allowed for:
 - a) Goods which have been specially procured.
 - b) Goods which are specially manufactured or cut to the specifications of the purchaser.
 - c) Goods which have been used, modified or damaged.
 - d) Goods with an alleged deficiency or discrepancy where the purchaser has failed to open and check all items supplied within **fourteen days of delivery** and report any such claim to Austain Fasteners Pty Ltd within the said fourteen days.
6. **RISK:** The products supplied by Austain Fasteners Pty Ltd shall be at the risk of the purchaser immediately upon delivery to the purchaser or into the custody of any person, business, company or organisation acting on behalf of the purchaser whichever is the sooner.
7. **RETENTION OF TITLE:** Notwithstanding that risk in the products shall pass to the purchaser as provided in paragraph 6, Title to the products shall remain with Austain Fasteners Pty Ltd until all monies owing by the purchaser to Austain Fasteners Pty Ltd have been paid in full and until such time the purchaser shall store the products so as to indicate that they are the products of Austain Fasteners Pty Ltd and the purchaser shall hold the products as bailee thereto only subject nevertheless to its right to deal with the products in the ordinary course of business on the basis and understanding that any monies received as a result of such dealing shall be held by the purchaser for the sole benefit of Austain Fasteners Pty Ltd. In the event that the purchaser uses the products in some manufacturing or construction process of its own or some third party, then the purchaser shall hold such part of the proceeds of such manufacturing or construction process as relates to the products in trust for Austain Fasteners Pty Ltd. Such part shall be deemed to equal in dollar terms the amount owing by the purchaser to Austain Fasteners Pty Ltd at the time of the receipt of such proceeds. In the event of the insolvency of the purchaser or of the purchaser being placed in liquidation whether voluntary or otherwise Austain Fasteners Pty Ltd shall be entitled to repossess and take back at the cost of the purchaser all goods which remain the property of Austain Fasteners Pty Ltd without prejudice to any right conferred upon Austain Fasteners Pty Ltd by law.
The purchaser agrees forthwith to insure the goods for their full insurable value against loss or damage by fire, theft, accident and other such risks.
8. **COSTS:** The purchaser will indemnify Austain Fasteners Pty Ltd against and agrees to reimburse it for any expenses it may incur in recovering or attempting to recover payment from the purchaser for any amounts which may from time to time be overdue. These costs include legal court, solicitors, debt collections agency commissions and fees.
9. **DISCLAIMER:** The only warranties and conditions which are binding on Austain Fasteners Pty Ltd in respect of the condition or quality of the goods supplied to the purchaser are those imposed by statute (incl. Trade Practices Act 1974) and thereby the liability, if any, of Austain Fasteners Pty Ltd shall be limited to and completely discharged by replacement by Austain Fasteners Pty Ltd of the goods supplied and otherwise all other warranties and conditions whether express or implied are hereby excluded and negated. As such Austain Fasteners Pty Ltd accepts no liability whatsoever for any loss, damage or injury either direct or consequential arising out of or in relation to the use or application of goods supplied to the purchaser or technical information in our price list or our website.
10. These conditions and any contract of sale shall be governed and interpreted by the laws and courts of Western Australia and the purchaser consents to the jurisdiction of the said courts to determine or resolve any dispute or action.
11. Some Grade AISI 304 fasteners may, at our option, be supplied in Grade AISI 305, Grade AISI 302 HQ, Grade AISI 303, or any interchangeable variant of these grades without prior notification.
12. The mere signing of the invoice, delivery docket or manifest for goods received, notwithstanding anything that may be stated to the contrary by the purchaser including conditions listed on an official purchase order, shall be constituted as acceptance of these CONDITIONS OF SALE.