

Trading Terms & Conditions of Seropeco Australia Independent Building Supplies Pty Ltd

These Terms & Conditions may be subject to change without notice. Interpretation – Seropeco Australia Independent Building Supplies Pty Ltd - herein referred to as Seropeco Australia. Seller means Seropeco Australia. Buyer means the person, partnership, corporation or other legal entity, which places an order with Seropeco Australia for the supply of goods and/or services. If you do not fully understand these terms & conditions please seek independent legal advice.

- 1) Acceptance of Quotation or Offer** - Any quotation or offer made by Seropeco Australia and accepted by the buyer does not constitute a binding contract. Contracts become binding only when confirmed by an invoice or in writing confirming the agreement between the buyer and Seropeco Australia. The quotation, order, invoice and written acceptance supplied by Seropeco Australia shall constitute the whole agreement and all representations, warranties, conditions, and liabilities (statutory or otherwise) not contained therein are expressly excluded. Prices, quantities and deliveries quoted are contingent on the buyer giving Seropeco Australia, at the time of ordering, written details on materials required. Any conditions attached to an order or contained in any written order received by Seropeco Australia are subject to all Seropeco Australia's trading terms and conditions.
- 2) Prices** - Prices quoted may be subject to an adjustment for any increases by the manufacturer or supplier at the date of dispatch, an adjustment for increases of tax (both federal and state), an adjustment for increases of imported goods caused by varying rates of exchange, customs or other duties or for any other reason which may cause an adjustment for increase in price. Notification to the customer of any variance will be given by Seropeco Australia for the customer's approval prior to the dispatch of any goods.
- 3) Warranty** - The seller will so far as it is legally possible assign to the buyer the benefit of an applicable factory warranty, expressed or implied, issued in relation to, or applicable to the goods supplied. All materials supplied are bound only by the warranty of the manufacturer (or licensed agent thereof) that Seropeco Australia has obtained the materials from. Seropeco Australia will at all times act on the buyer's behalf and best interests to uphold and maintain these warranties, providing all documentation to the buyer, but will not be held liable for any costs incurred should the manufacturer deem materials void of warranty as per their terms and conditions.
- 4) Liability** - The seller, Seropeco Australia, will accept no liability for damages, breakages, or losses once goods are accepted by the buyer (or agent thereof) as being received in good order and condition. Seropeco Australia will not be held liable for any costs incurred due to delays in shipment of goods. Dates and times for delivery are given in good faith, though are not guaranteed. Seropeco Australia will not be held liable for the end use of any items sold and no suggestions for end use of product will be misconstrued as recommendation or warranty. Any suggested quantities offered by Seropeco Australia when quoting will not place Seropeco Australia in any position of liability and must be checked for accuracy prior to any placement of order.
- 5) Acceptance of Goods** - The buyer (or his authorised signatory) is responsible to be present on site to accept delivery of all goods despatched by Seropeco Australia or their agent resulting from an order placed with Seropeco Australia when arranged delivery times or dates are given. In the event that the buyer's premises are unattended when Seropeco Australia or their agent delivers the goods, the signature of the person who delivers the goods on the delivery docket shall be prima facie evidence that the goods were delivered and shall constitute written acceptance of the goods. It is the duty of the buyer (or assigned employees and agents) to inspect all goods upon receipt. Written acceptance must be received prior to unloading of goods and it is the duty of the buyer (or buyer's representative) to inspect for damage and correctness of goods delivered prior to giving written acceptance. No claim will be recognised by Seropeco Australia as the buyer's authority will indemnify Seropeco Australia against all liability once goods are delivered and signed for. Verbal notification of a claim must be received upon receipt of the goods followed by written notification within 7 days of receipt of goods. Unloading, handling and storage of goods is the sole responsibility of the buyer. Any assistance by an employee of Seropeco Australia (or authorised representative) is at the sole discretion of such employee (or authorised representative) with no liability for any damage caused to goods and/or property. Any damage occurring whilst unloading is the buyer's responsibility. The property of the goods shall not pass to the buyer until goods are paid in full. In the event of the buyer defaulting in payment of goods or other default then Seropeco Australia shall have immediate right and without the necessity of giving notice to retake possession of the goods wherever they may be. The seller (or its servants and agents) is authorised to enter the premises on which the goods are kept and to retake possession. Seropeco Australia shall not be liable for any cost, losses, damages or other expenses suffered by buyer or any other third party in respect of such recovery.
- 6) Transport** – The buyer shall indemnify Seropeco Australia (or agents) against any damage caused upon entering premises to enact delivery. Futile transport is chargeable to the buyer if goods are unable to be unloaded when delivered on an agreed prearranged date or time and any or all goods despatched require being returned. Maximum waiting time on site for unloading to begin is fifteen (15) minutes. Undue waiting time attracts a charge of \$70.00 per hour or part thereof. The buyer shall be liable for all charge backs to Seropeco Australia resulting from inadequate access to the site and/or inadequate delivery instructions.
- 7) Terms of Payment** - Payment is to be made in full before despatch unless other terms are agreed to in a written contract. Payment shall be made within the agreed terms or an accommodation fee of 2.2% per month (compoundable) will be attracted to any outstanding amounts owed as from date of incurred purchase. All cheques not honoured will attract a \$40.00 handling fee. In the event of legal action eventuating, all legal fees incurred by Seropeco Australia during the process of legal action in recovery of the unpaid amount shall be borne by the buyer in default. Legal fees include any costs and commissions payable to any recovery or commercial agent and all other expenses incurred by Seropeco Australia in the recovery of the amount due.
- 8) Cancellation** - Orders cannot be cancelled except with written consent granted by Seropeco Australia and upon terms that will indemnify Seropeco Australia against all losses. Non stock goods or materials ordered in error or excess cannot be returned to Seropeco Australia for credit or exchange except by special arrangement. Orders or balances of orders may be cancelled at the option of Seropeco Australia in the event of any failure by the buyer to abide by the terms of contract.
- 9) Returns** - All goods returned shall be returned at the discretion of Seropeco Australia and will be subject to a handling charge of 20% of the value of goods plus the manufacturer or licensed agent's fees and must be accompanied with relevant proof of purchase documentation. Any costs incurred to return goods to the place of despatch are at the buyer's expense. Goods and packaging must be in original condition, free from damage and blemishes. "Made to order" goods and non-stock items which are accepted by the buyer in good order and condition are non-returnable. Seropeco Australia reserves the right to decline any return of goods. Any Credits for returned goods will be in the form of a Store Credit valid for a maximum of 3 months from original purchase date.
- 10) Privacy Act** - The buyer agrees for Seropeco Australia to obtain from a Credit Reporting Agency a credit report containing personal credit information about the buyer in relation to credit provided by Seropeco Australia. The buyer further agrees for Seropeco Australia to give information about the buyer to a Credit Reporting Agency for the purpose of obtaining a consumer credit report about the buyer, and/or to allow the Credit Reporting Agency to create or maintain a credit information file containing information about the buyer.