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LAMP REPLACEMENTS AUSTRALIA STANDARD TRADING TERMS & CONDITIONS OF SUPPLY

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LAMP REPLACEMENTS AUSTRALIA Pty. Ltd, LAMP REPLACEMENTS VICTORIA Pty. Ltd and LAMP REPLACEMENTS QUEENSLAND Pty. Ltd, (hereinafter referred to as "the Company") agrees to supply customers with goods in accordance with the following Terms and Conditions;

GENERAL:

These Terms and Conditions apply to **all contracts of sale** entered into by the company, unless amended in writing by the General Manager or a Director of the company. The company's failure to object to any term or condition contained in any communication from the Customer shall not be deemed to be a waiver of these Terms and Conditions.

PRICES NET & FOT:

All **prices quoted are Net**. Discounts can only be taken if offered in writing by the company. Online webshop pricing is **inclusive** of GST.

All prices are **FOT** (Free on Transport) **the company warehouse** from which goods despatched unless stated in writing by the Company that goods have been quoted FIS (Free into Store).

METHODS OF PAYMENT:

The Company will supply goods in return for payment by any of the following;

1. **Cash Sales**, by Australian Legal tender, which includes online payments
2. **Private or commercial cheques**. Payment for goods shall not be deemed to have been made till the **bank has cleared the cheques** and credited to our company's account.
3. **Bank Cheques, Overseas Bank Drafts and Postal Notes**. No value limit imposed.
4. **Major Credit Cards**, as approved by the company. However, orders to the value of over \$20,000 may be subject to an additional 2% credit card surcharge if not in compliance with payment terms and conditions.
5. **EFT**. Electronic Funds Transfer by means of Telegraphic Transfer, EFTPOS system etc.

Payment for goods can also be made under a **credit trading account facility**, which is available to **approved** customers, subject to the following **conditions**;

- a. The customer **supplies details** as requested on the Company's Account Application form, and forwards to the Accounts dept. at the company's office.
- b. Upon **approval and opening** of an account, the customer complies with the **minimum invoice value of \$50.00**, required **minimum average monthly purchase value of \$100.00**, and with all Company **Trading Terms and Conditions of Supply**.
- c. The customer agrees that the Company has the **right to suspend or close the account** at its discretion **without being liable** to any form of compensation to the customer or at any time increase or decrease the limit (if any) of the facility provided without notice to the Customer.

TERMS OF PAYMENT:

- All accounts, unless credit has been approved, shall be paid upon the delivery of the goods or prior.
- Where **credit has been extended** to a Customer, all monies owing for the purchase of goods by that Customer shall be **paid within thirty days of the issue of the monthly statement** on which the invoice is first listed.
- Disputes and/or claims do not constitute grounds for non-payment of amounts other than those in dispute.
- Unless the Company agrees in writing to the postponement of payment of any monies owing to the Company by the Customer interest shall be payable by the Customer on the highest debt balance of each calendar month on monies owing by the Customer to the Company calculated daily from the date the monies became due until the actual date of payment at a rate of 14% per annum provided that, the Company may, at any time serve on the Applicant a notice varying as from the future date specified therein the interest rate, and the interest rate shall be varied as therein provided from the date therein specified, being a date no less than seven (7) days after the date of service of such notice.
- Payments received by the Company will be applied firstly in reduction of interest payable and accruing from month to month: and secondly in reduction of all other monies owing to the Company until such time as all monies owing to the Company have been paid in full.
- Any legal costs or any other expenses whatsoever incurred by the Company in respect of the Application, agreements guarantees, securities or other documentation required by the Company or other costs reasonably incurred by the Company in consequence of this Application and other expenses incurred in respect of opening and maintaining any account in the name of the customer together with any collection costs, dishonoured cheque(s) fees, legal costs, whether charged on a scale or on any other basis incurred, shall be paid by the Customer on demand.
- This Company reserves the right to use the services of a Mercantile Agency.

QUOTATIONS:

Quotations given by **fax message or e-mail** are valid for a period of **thirty days**, or a longer period if agreed by the company.

Quotations given on official Company **Quotation forms** are valid for the **period indicated thereon**.

All prices quoted are **exclusive of GST, or other taxes**. The appropriate tax will be **charged on all transactions**, unless the Company is in receipt of the relevant **Exemption Declaration** at the **time of invoicing** or otherwise charging for the goods.

INSURANCE:

The **company will insure** all deliveries most customers within Australia against **loss or damage en route** if **our freight** company is used. **Exceptions** to this is with online bulky orders. Goods being sent to the company **from suppliers or customers** within Australia shall be at their own risk.

Insurance on goods despatched by **overseas suppliers** shall be **arranged by the Company**, unless otherwise arranged.

RETURN OF GOODS:

Under no circumstances will **credit be considered**, or **replacement goods supplied**, except in accordance with the Company's **"GOODS RETURNED FOR CREDIT OR REPLACEMENT"** policy. Details of this policy are available to Customers on request.

LIABILITY:

Product Liability:

The Company's liability is limited to the **replacement of the lamp or component** which has proven to be faulty, and **excludes loss or consequential damage to or caused by any appliance or equipment** into which the component was installed. As the **manufacture** of the article and its **installation and operating conditions** are **beyond the control of the Company**, it will **not accept any claim for loss or damage** howsoever sustained by the use of that article, except as specified above.

Other Liability:

Staff are often asked to give **advice about the products and their operation**, and suitability for the Customers requirements. Because of the sometimes **vague description** of intended usage, or the **omission of some salient facts** or operating parameters by the Customer or for any other reason, the advice given may subsequently prove to be deficient in some manner. Whilst the company and staff will make every endeavour to provide the correct information based on the data available to them at the time, they **will not be liable for any claim whatsoever** arising out of incorrect information supplied or recommendations made to the customer.

FORCE MAJEURE:

The Company shall not be liable for any failure or delay to supply the goods due in any substantial part to any cause beyond its control such as, but not limited to, any act or neglect of any carrier, subcontractor, manufacturer or supplier of Company, acts of God, strikes, lock-outs, bans or other industrial disturbances, fire flood, explosion, civil riot or commotion, government interference request or laws rules regulations or orders of any competent authority. No such failure shall entitle the Customer to terminate his contract and the Company's obligations to the Customer shall be suspended without liability on the part of the Company while such causes exist.

RETENTION OF TITLE:

All goods are to **remain the property of the Company** until **paid for in full**, and the Customer will not, without the Company's consent dispose of the goods to a third party except in the ordinary course of business whereupon the proceeds of the sale are assigned to the Company. If payment is overdue or any proceeding is taken against the Customer involving his solvency, the Company may, by its servants or agents enter the Customers premises and recover the goods for resale.

ACCEPTANCE OF GOODS:

Acceptance of any goods supplied by the company shall imply acceptance of the Company's Standard Trading Terms and Conditions of Supply.