



Trading Terms & Conditions

Form No. A125

STANDARD TERMS OF TRADE for Thew & McCann Pty Ltd ABN 47 009 910 758 ("Seller")

1. The sale of goods or provision of services (referred to in this Agreement as "Goods") by the Seller to the Buyer is subject to the following terms and conditions. This Agreement may not be varied, added to or terminated except in writing signed by the Seller's properly authorised representative.
2. Quotations: Quoted prices are based on supply and delivery of Goods on transport into the nominated address of the Buyer. Quotations are valid for 30 days from the quotation date, after which the Seller may confirm or vary the Quotation. A delivery charge may be payable by the Buyer in accordance with the terms of this Agreement.
3. Buyer's Orders: Any order placed by the Buyer should be confirmed in writing to the Seller. Any inconsistent term of trade of the Buyer is not binding on the Seller. A minimum invoice value of \$50.00 applies for all orders accepted by the Seller.
4. Cancellation of Buyer's Order: The Buyer cannot cancel an accepted order without the agreement of the Seller and must give at least 30 days prior written notice of intention to do so, unless otherwise agreed.
5. Restocking Charge: Where the Seller agrees to the cancellation of an order, or agrees to the return of Goods, at the sole discretion of the Seller, the Buyer may be liable to pay a restocking fee of 15% of the value of the subject Goods.
6. Taxes (including Goods & Services Tax): The Buyer must pay all taxes or duties which the Seller may be required to pay or collect with respect to the Goods or their supply to the Buyer. If the Buyer claims exemption from duty or tax, the Buyer must furnish an appropriate exemption certificate to the Seller prior to acceptance of the order by the Seller.
7. Delivery Charges: Except where requested by the Buyer on the order, or as otherwise agreed between the Buyer and Seller, the Seller is responsible for transport and other delivery charges. A charge of \$10.00 will apply for local deliveries (Brisbane, Ipswich, Gold & Sunshine Coast) and \$18.00 for all other destinations within Australia. For orders in excess of \$500.00 total value, the Seller may waive payment of the delivery charge. Delivery charges in respect of services may include travelling expenses which may be payable by the Buyer.
8. Delivery: The Goods will be delivered to the address specified by the Buyer in the order. Title remains with the Seller until full payment is received from the Buyer. Risk in the Goods passes to the Seller as soon as the Goods leave the Buyer's premises. The Seller is not responsible for any loss or damage caused by delays in delivery or failure to deliver. Where the Goods are sold by the Buyer, any part of the sale price which represents an amount payable to the Seller, will be held in trust by the Buyer for the Seller absolutely until it is paid to the Seller. Any payment made to the Seller may be set-off against any other amount owing to the Seller in its sole discretion.
9. Errors and Omissions: The Seller is not liable for any error, omission or inaccuracy in drawings or specifications supplied or approved by the Buyer and has no obligation to check or confirm the conformity, accuracy or adequacy of patents, drawings or specifications provided by the Buyer.
10. Defects: Goods are warranted to be free from defects. Provided they have been used strictly as recommended and subjected only to fair wear and tear, Goods which are found to be defective within 90 days after delivery to the Buyer will be repaired or replaced at the option of the Seller and at its expense. Repair or replacement by the Seller are the exclusive remedies of the Buyer.
11. Notice of Defect or Claim: The Buyer must give written notice to the Seller of any defect or other claim within 14 days after receipt of the Goods and must give the Seller a reasonable opportunity to inspect Goods if such notice is given.
12. Warranties: To the maximum extent permitted by law, the Seller makes no warranties, either express or implied, as to merchantability, fitness for purpose or otherwise with respect to the Goods other than in paragraph 10 and as required by statute. The Seller is not liable for any prospective profits or special, indirect or consequential damages or any general loss or damage, or for any expense resulting from use by the Buyer or others of defective Goods. The Seller's liability is limited to no more than the sale price of the Goods plus replacement delivery charges.
13. Payment: The Buyer must make payment within 30 days from date of invoice. If the Buyer fails to comply with any terms of payment, the Seller may withhold further deliveries, demand the return of the Goods, or terminate this Agreement. Any unpaid monies will become due immediately. If payment is not made by the due date, the Buyer is liable for all costs and expenses incurred by the Seller in recovering the amount outstanding from the Buyer, including legal fees and interest charges.
14. Credit: In certain circumstances credit may be extended to the Buyer. Applications for credit will be considered on a case-by-case basis.
15. The Seller may terminate all or part of this Agreement by notice in writing to the Buyer if the Seller has reasonable grounds for believing that the Buyer is unable to pay debts as and when they fall due.
16. This Agreement will be governed by the law in force in Queensland, and the Buyer irrevocably submits to the exclusive jurisdiction of the courts of Queensland.
17. All rights and remedies of the Seller under this Agreement are in addition to the Seller's other rights and remedies and are cumulative not alternative.
18. Limitation of liability: The Seller expressly excludes any liability for improper or negligent use of the Goods by the Seller, including negligence on the Seller's part.

P. Pearce

Managing Director

26 June 2009

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