



KEABLES PTY LTD

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Specialists in Industrial Fasteners & Engineers Tools

"Anything with a Thread"

QUOTATION & CONTRACT OF SALE – TERMS & CONDITIONS

(1) DEFINITIONS

In the interpretation of this Agreement the following words shall have or shall include the following meanings:

"Authorised Supplier" means that person, partnership, company or firm which supplies the Seller with goods for sale and/or distribution.

"The goods" means all merchandise stores being industrial fasteners and engineers tools etc.

"The Purchaser" means that person, partnership, company, firm, government department or instrument, or any successor thereof or duly appointed receiver, manager, liquidator or trustee of the Purchaser over its assets or undertakings.

"The Seller" means Keables Pty Ltd.

Unless otherwise expressly agreed in writing all quotations and all orders are accepted subject to the following terms and conditions notwithstanding anything that may be stated to the contrary on the Purchasers enquiries or orders.

(2) QUOTATIONS AND ORDERS

Unless otherwise stated, quotations shall remain firm for a period of thirty (30) days from the date appearing on the quotation after which they may be altered or withdrawn without notice. A quotation by the Seller shall not be deemed an offer to sell.

(3) TERMS & METHODS OF PAYMENT

Payment terms for goods ordered hereunder is strictly net thirty (30) days which period commences on and is inclusive of the last day of the month in which the invoice was issued ("the term"). Payment by cheque deemed not to have been made until cheque cleared. EFT payment deemed not received until verified on bank statement.

(4) PRICES, MINIMUM CHARGES, FREIGHT & ACCOUNTS POLICIES, CALLOUT SERVICE

(i) Prices for all goods ordered hereunder shall be the prices in the Sellers current price list less trade discount if applicable which price shall not include Goods and Services Tax at the date of acceptance of the order. Unless otherwise specified the above price shall not be subject to any increase between the date of acceptance of order and the latest delivery date requested by the Purchaser provided such intervening period does not exceed three (3) months. If the intervening period between the date of acceptance of the order and the actual delivery date does exceed three (3) months the price shall be the price therefore in the Seller's current price list at the date of actual delivery.

(ii) Minimum charges per invoice; \$11.00 incl GST (account customers); \$27.50 incl GST (non account customer counter service); \$38.50 incl GST (non account C.O.D's). (iii) Freight will be charged on all deliveries in addition to minimum invoice charges. Freight charges; Account customers; \$9.90 incl GST per delivery (inner metro), \$15.95 incl GST per delivery (outer metro), both may be more at Keables discretion. Non account customers; \$15.95 incl GST per delivery or more at Keables discretion.

(iv) Accounts are opened, placed on stop credit &/or supply, or closed strictly at Keables discretion. Accounts available to trade customers only, ABN required, minimum opening purchase \$220 incl GST, minimum monthly purchases \$220 incl GST (or accounts will not be opened or may be closed without notice).

(v) Callout service (may be available weekends, shutdown periods, after hours & public holidays) - The Seller, at its discretion, may offer a callout service for account customers only. For any callouts, a callout fee of \$250 + gst (for weekends & during shutdown periods) + an additional \$100 + gst surcharge (for after hours & public holidays) + the cost of goods purchased, will apply, subject to the Sellers logistics, stock & staff availability. The \$100 + gst after hours / public holidays surcharge will apply in addition to the standard \$250 + gst callout fee. Callout service entails the Sellers staff attending the Sellers premises, and picking & packing the Purchasers order. Callout service doesn't include organising delivery. For callouts where the Seller attends its premises, but no goods are purchased for whatever reason, full callout fees will still apply.

(5) PROPERTY IN THE GOODS

Ownership of the goods is retained by the Seller and property in the goods shall not pass to the Purchaser until payment is made for the goods and for all other goods supplied by the Seller to the Purchaser. If such goods are sold by the Purchaser prior to payment therefore and/or if they shall become constituents of other goods which are in turn sold by the Purchaser then the proceeds of such sale or a proportionate part thereof (which shall in any event be not less than the cost of the goods so constituted payable by the Purchaser to the Seller) shall be held by the Purchaser on trust for the Seller. Risk will pass to the Purchaser on delivery of goods notwithstanding that ownership remains with the Seller until payment is made in full.

(6) DELIVERY

Whereas the Seller will endeavour to effect delivery of the goods on dates required by the Purchaser, the Seller shall not incur any liability of any nature howsoever arising from delays in delivery arising from any cause beyond the Seller's control. The Seller reserves the right to vary delivery dates in circumstances where delays in delivery have arisen through causes beyond the Seller's control and the Purchaser agrees to accept delivery on revised delivery dates notified by the Seller in writing as if those dates had been those originally agreed upon. The Seller reserves the right to cancel any order which in its opinion it is unable to supply within forty five (45) days of accepting the order and the Purchaser shall have no claim against the Seller for any damage, loss, cost or expense of whatsoever nature howsoever arising therefrom.

(7) ACCEPTANCE (INCLUDING "SPECIALS")

(i) The Purchaser shall be deemed to have accepted and received, in good order and condition from the Seller all goods comprised in any order pursuant to which delivery purports to be made unless notice in writing to the contrary specifying details given by the Purchaser is received by the Seller within seven (7) days of the delivery date.

(ii) Any claim by the Purchaser that incorrect quantity or type of goods have been delivered, and any request for credit for any reason, must be brought to the attention of the Seller by notice in writing within seven (7) days of delivery. Credit claims will not be processed without written notice. Goods returned without paperwork may be returned to our stock at our discretion, and NOT processed for credit.

(iii) Goods manufactured to order to specific Purchaser requirements ("Specials") & sold by the Seller to the Purchaser shall not be returned to the Seller for credit under any circumstance (subject to clause 11 (ii) & (iii)). It is entirely Purchasers responsibility to provide all information required by the Seller to manufacture such product (eg drawings), and to ensure information is accurate, complete & correct & that such product will be fit for purpose intended. Specials payment - deposit required before manufacture, balance C.O.D. Quantities ordered subject to manufacturers schedule & material usage - 10% over/under actual quantity ordered is deemed fulfilment of the order, and Purchaser shall be liable for payment of the actual quantity manufactured, notwithstanding the quantity ordered may differ.

(iv) No goods (ie standard product) shall be returned to the Seller for credit after the expiration of the term.

(8) LIMITATION OF LIABILITY

(i) The Seller, its agents or servants shall not be liable for any loss, damage, suits, actions, liabilities, demands, expenses or proceedings of whatever nature howsoever arising including but without limiting the generality of the foregoing, loss, injury or damage whether consequential or otherwise (including consequential loss, injury or damage suffered or caused as a result of or arising out of any act or omission whether negligent or otherwise) from the acquisition, purchase, usage, sale, re-sale or disposal of goods or information by the Purchaser or from any other cause whatsoever. The Purchaser will indemnify the Seller against any claims made against the Seller by any third party in respect of any such loss, injury or damage. (ii) Due to insurance law we are unable to provide customer advice regarding application of any of the products we sell. (iii) Letters of conformance are based on supplier provided information. We do not warrant their accuracy - this is strictly a supplier responsibility. (iv) The Purchaser additionally specifically acknowledges that the Seller is under no liability whatsoever for any defects in goods resulting from or arising out of the production of the same in accordance with information, designs or drawings provided by or approved by the Purchaser and furthermore will not be liable to the Purchaser in respect of any claim that the goods or any of them were not in accordance with the contract. (v) All conditions, warranties and representations unless expressly set out in these terms and conditions of sale are hereby expressly excluded.

(9) TERMINATION OF ORDERS

The Seller may cancel any orders undelivered to the Purchaser by notice in writing if:

(i) The Purchaser commits or permits a breach of any condition hereof and fails to remedy the same and make good any damage suffered within thirty (30) days of the Seller's notice in writing to do so;

(ii) The Purchaser makes any arrangement with creditors becomes insolvent or bankrupt, or being a Company has a receiver appointed over the whole or part of its undertaking or is party to an attempt to enter into any scheme or arrangement or if a resolution is passed for its winding up; any monies due to the Seller by the Purchaser at the date of such termination shall become immediately due and payable.

(10) WAIVER

The Seller's failure to enforce any condition shall not effect the Seller's right to so enforce any term at any time and shall not effect the Purchaser's obligations hereunder.

(11) WARRANTIES & REFUNDS

(i) Replacement or refund of goods will not be given under any circumstance without proof of purchase (ie our invoice).

(ii) All warranties and conditions which may be expressed or implied by law are hereby negated or excluded, save for those warranties and conditions which apply to this contract between the Seller and Purchaser by virtue of the operation of any Commonwealth or State legislation which applies to the aforesaid contract and cannot be excluded by express agreement.

(iii) The Seller's liability if any to the Purchaser for any breach of condition or warranty implied by the Trade Practices Act 1974 (as amended) or the Goods Act 1958 (as amended) shall be limited to the replacement of the goods or the supply of equivalent goods in respect of which there may be a breach of any implied warranty or condition and otherwise Clause 11(ii) shall apply in respect of any liability arising under either of the aforesaid Acts.

(iv) In circumstances other than as defined in (11)(iii), (eg order incorrectly, change of requirement, no longer needed etc), refund or replacement will be strictly at the Sellers discretion & subject to a restocking fee of up to 20% of the invoiced price of the goods excl GST.

(12) JURISDICTION

Any contract containing all or any of these conditions shall be construed according to the law of Victoria insofar as the same is not inconsistent with the laws of the Commonwealth of Australia and the Seller and the Purchaser shall submit to the jurisdiction of the Victorian Courts and the Appellate Courts thereof for the purposes of giving effect to this clause.