

# **DREWS & ASSOCIATES**

ABN: 32 002 422 522

## STANDARD TERMS and CONDITIONS of SUPPLY of GOODS

### 1. DEFINITIONS:

- a) "Seller" means Drews and Associates ABN:32 002 422 522
- b) "Buyer" means any person, body corporate or entity which purchases or orders the Goods from the Seller.
- c) "Conditions" means these terms and conditions for the supply of the Goods by the Seller to the Buyer, as amended or varied in writing by the Seller.
- d) "Contract" means a contract between the Seller and the Buyer for the sale of goods.
- e) "Goods" means all goods delivered by the Seller to the Buyer .

### APPLICATION of CONDITIONS:

These Conditions apply to all orders placed by the Buyer with the Seller unless otherwise agreed in writing by a duly authorised officer of the Seller.

Any order made by the Buyer is not binding on the Seller unless that order is made in writing indicating goods to be supplied in quantities as priced in the written quotation forwarded. A contract will be formed upon acceptance of the order by the Seller .

The Buyer acknowledges that it will be bound by these Conditions which will form part of the Contract. The Contract may only be varied with the Sellers prior written consent.

No terms stated by the Buyer in making an order will be binding upon the Seller unless accepted in writing by a duly authorised officer of the Seller.

The Seller reserves the right to decline any order or part thereof. The Seller requires that any order of Goods be in writing.

### CANCELLATION of ORDERS:

An order accepted by the Seller cannot be cancelled without the Sellers prior written consent. No application for cancellation or delay in delivery will be considered unless made by the Buyer in writing to the Seller.

### PRICE:

Unless otherwise agreed in writing by the parties, prices are as set out in the written quotation forwarded by the Seller plus any GST payable.

Unless the Seller expressly advises in writing the price of any Goods does not include the costs of delivery of the Goods and all costs charges or expenses incurred by the Seller in relation to delivery are payable by the Buyer, unless negotiated otherwise by the parties to the contract.

### PAYMENT:

The Seller will invoice the Buyer on delivery of the goods.

On inspection of Goods supplied and satisfactory completion of any installations the Buyer will pay the contracted price

Payment terms will be specified on each invoice issued by the Seller. Payment in full is required to meet these terms.

**DELIVERY:**

The Seller will deliver Goods purchased by the Buyer to the Buyers nominated location or such place as the Buyer specifies and the Seller agrees.

If the Seller delivers the Goods then unless otherwise agreed by the Seller the Goods must be unloaded on arrival at the specified destination.

If due to any act matter or thing beyond the control of the Seller the address for delivery is unattended delivery cannot otherwise be effected due to the Buyers incomplete premises the Seller may store the Goods at the Buyers risk and expense or take such other steps as it considers appropriate. At all times negotiations between Buyer and Seller will be attempted if this occurs.

**ACCEPTANCE:**

To the fullest extent permitted by law the Buyer has five (5) business days from delivery of Goods to accept the Goods. Rejection of the Goods must be made in Writing stating reasons for rejection. If the Buyer fails to notify the Seller within that period the Buyer is deemed to have accepted such Goods.

**RISK:**

Risk in the Goods passes to the Buyer on delivery of the Goods. From that time the Buyer assumes all risk of loss and damage to the Goods

**PAYMENT DEFAULT:**

If the Buyer defaults in payment or breaches the contracted conditions then it will be liable for any costs incurred by the Seller and will indemnify the Seller against any loss liability charge expense outgoing or payment which the Seller suffers incurs or is liable for in respect of recovery of monies owing by the Buyer to the Seller.

**TITLE to GOODS:**

Notwithstanding any other provisions in these Conditions and notwithstanding that the Buyer has possession of the Goods title to any and all Goods supplied by the Seller will remain with the Seller and no legal or equitable interest or property in the Goods whatsoever will pass to the Buyer until the Buyer has paid the full contracted invoice price for all Goods supplied by the Seller.

**WARRANTY:**

Warranty periods will be negotiated for each contracted item. This will be relayed by the Seller to the Buyer in writing.