

# TRADING TERMS & CONDITIONS

The following terms and conditions shall apply to all goods sold by Spelean Pty Ltd ("the Company") to its Dealer ("the buyer").

## TERMS

A 30 day account is available for approved customers.

**Terms are strictly nett 30 days from invoice days.**

A discount may apply to the value of goods and tax on all credit account invoices settled within 10 days of date of invoice. The amount of discount, if offered, is calculated for you and is printed on the invoice.

Discount applies ONLY if all previous outstanding amounts have been paid. Otherwise terms are strictly payment in full 30 days from invoice date.

A 2.5% service charge per month will be added to any unpaid invoice/s if not paid after 60 days.

This is automatic and irreversible!

Further orders will not be supplied to accounts in arrears until all outstanding monies (including any service charges) are paid. "Accounts in arrears" is defined as invoices unpaid after 30 days from invoice date.

## FREIGHT

Prices in our price list are ex-warehouse (freight to your account). Please nominate the carrier you would like us to use and remember to notify us if you change your preferred carrier. For many orders we can use Australia Post and add a postage and packing fee (minimum \$2.00).

Alternatively we can use our freight account and charge the freight to you. Please ask for a copy of the rates if you are interested in using this service.

## INSURANCE

Where goods are delivered by a carrier (including Australia Post) nominated by the buyer the delivery will be at the buyer's risk.

## RETURNS

No return of goods will be accepted unless authorised by our office and freight is pre-paid.

Please contact us immediately if you have a warranty claim relating to any product in this price list.

Where goods have been correctly supplied by the Company but are returned, a restocking fee of 10% may be charged.

## BACKORDERS

Items not supplied will be placed on back order. Back orders, with freight to your account, will be filled as soon as stock is available. Please indicate on your purchase order if backorders are not accepted.

## SPECIFICATIONS

Product specifications are based on available information. Specifications and samples are representative of the product offered but these may be subject to change without notice.

## FORCE MAJEUR

The Company shall not be liable for failure to perform its obligations if the failure arises from circumstances beyond its reasonable control, including, but not limited to, fire, explosion, industrial disputes, Government action, failure or refusal of a supplier to supply goods, floods, or other "acts of God". The buyer shall not be entitled to damages of any kind for late performance or failure to perform.

## APPLICABLE LAW

The terms and conditions shall be interpreted and enforced in accordance with the laws, for the time being, of the State of New South Wales. The buyer agrees to submit to the jurisdiction of the Courts of New South Wales.

NOTE: Placement of an order constitutes acceptance of the above terms and conditions.

Spelean Pty Ltd  
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