



National Hardware Products Catalogue 2008

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TERMS AND CONDITIONS OF CREDIT AND SUPPLY

1. These conditions apply to each and every Credit Application, except to the extent otherwise specified in writing by the Supplier. They are to be read in conjunction with the terms and conditions, as amended from time to time, on the reverse of the Tax Invoice, and supersede any prior agreement. The Supplier may modify these conditions as applying to the Credit Application, the pricing structure for any goods, or the terms of operation of the credit facility, by general notice in our [price list/catalogue/website?]. The Customer acknowledges and agrees that by doing that, the Supplier will have provided the Customer with sufficient notice of the variation.
2. The Customer agrees to pay for all goods supplied or services provided, plus any GST applicable to the goods and services, within seven (7) days of the date of the invoice issued in respect of those goods or services or within such a period or time as may be notified to the Customer by the Supplier. If at any time prior to delivery the order for goods is cancelled by the Customer, all deposits paid to the Supplier will be non-refundable.
3. The Customer warrants that the signatures appearing on this agreement are those of person/s duly authorised by the Customer to apply for credit and execute this agreement. The Customer also warrants to the Supplier that the information provided in the Credit Application is true and correct.
4. These conditions and any Further Terms are governed by the laws of Western Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia. [Freehills note: We have not reviewed or been provided with a copy of any Further Terms. Does this term need to be defined?]
5. The goods provided to the Customer are not fault free and rely upon factors outside the Supplier's control. The goods are provided to the Customer at such times and by such means as the Supplier decides from time to time. Delivery dates are estimates only and unless the Supplier agrees in writing to be bound by a delivery date the Supplier is not liable for direct, indirect or consequential loss arising from part, late or non-delivery. Any claim for shortage in supply or damage occurring during the course of delivery or any claim for rejects by a Customer must be in writing and given to the Manager of the Supplier within 24 hours of delivery.
6. The Supplier is not liable for damage or defects in the goods caused by improper use, abuse, mismanagement or by using the goods outside the specifications detailed in the manuals and documentation relating to the goods or outside the specific application of the goods.
7. Except as provided below, all terms, warranties, undertakings, inducements and representations relating to the provision of any goods are excluded and the Supplier will not be liable for any loss or damage howsoever caused (whether by negligence or otherwise) in respect of any goods. Where any legislation implies any term or warranty that cannot be excluded, then that implied term or warranty will be deemed to be included in this agreement. However, the Supplier's liability for any breach of such implied term or warranty will be limited at the Supplier's option in any way permitted by the legislation, including:
 - the replacement of the goods;
 - the repair of such goods;
 - the payment of the costs of replacing the goods; or
 - the payment of the costs of repairing the goods.
8. In the event that moneys due by the Customer to the Supplier are not paid by the due date or the Customer is declared bankrupt or gives any authority to a trustee under section 188 of the Bankruptcy Act, or commits any act of bankruptcy, or ceases to trade or carry on business in the usual manner, or where the Customer is a company in relation to which a petition for winding up is filed, or an administrator or receiver is appointed then all moneys owing by the Customer to the Supplier will become immediately payable without the necessity for any demand for payment of those moneys being made by the Supplier. This agreement also binds a company appointed administrator both severally and jointly.
9. Should the Customer default in any payment due under this agreement then the Customer agrees to pay the Supplier interest on all moneys, including GST, from the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date the Supplier receives payment, at a rate not exceeding 2.5% per month.
10. The Customer agrees to pay any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection commission, charges, legal fees, along with all solicitors costs incurred by the Supplier shall be paid by the Customer.
11. The Supplier may, in its absolute discretion, without giving any reason and without giving notice to the Customer, terminate any credit facility with the Customer. Upon termination of any credit facility all moneys owing by the Customer to the Supplier will become immediately payable by the Customer without the necessity for any demand for payment of those moneys being made by the Supplier to the Customer.
12. All orders under \$100 will attract a delivery charge of \$15. Any goods supplied by the Supplier to the Customer will be at the risk of the Customer on and from the date the goods are delivered to the Customer.
13. All goods shall remain the property of the Supplier until all debts due to the Supplier by Customer are paid in full and the Customer shall be bailee of goods in its possession whose title remains with the Supplier. Goods in the Customer's possession must be clearly identifiable as the property of the Supplier and, for so long as title to the goods vests with the Supplier, must be insured by the Customer at its sole cost against all risks of loss, damage or destruction for their full replacement value. If the Customer fails to pay any debt due to the Supplier by the date for payment, the Supplier may retake possession of the goods. All costs of such repossession of goods by the Supplier will be payable by the Customer. Such rights shall be without prejudice to the Suppliers' right to claim damages from the Customer for breach of contract. The Customer irrevocably authorises the Supplier and its servants and agents to enter upon the Customer's premises without notice at any time, for the purposes of examination or recovery of goods. The Customer shall indemnify the Supplier against any loss or expense (including loss of profit or other consequential damage) arising from the Customer breaching this agreement, including against any loss incurred by the Supplier as a result of any breach by the Customer during period between the date of termination and the Supplier retaking possession of goods.
14. If the Customer makes new goods or other goods from or using the goods, these new goods are goods for the purposes of this agreement.
15. The Customer cannot assign its rights under this agreement without the Supplier's prior written consent. The Customer agrees to immediately notify the Supplier in writing if there is any change of ownership or alteration to the Registered Particulars of the Customer and the Customer shall provide full details of such alteration. [Freehills note: Where is Registered Particulars defined?]
16. In the case of a Trust Company we acknowledge that the Trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account. [Freehills Note: Where are the terms Trust Company and Trustee defined?]
17. If any part of this agreement is held to be void, voidable, unenforceable or illegal, then that part shall be deemed to be severed from the agreement without affecting the enforceability of the remaining provisions.
18. **Privacy Act ("the Act"). Acknowledgement that credit information may be given to a credit reporting agency:** The customer understands that section 18E(8)(c) of the Act allows the Supplier to give a credit reporting agency certain personal information about the Customer. The information which may be given to an agency is covered by section 18E(1) of the Act and includes: particulars to identify the Customer, the fact that the Customer has applied for credit and the amount, the fact that the Supplier is a credit provider to the Customer, payments which become overdue for more than 60 days, advice that payments are no longer overdue, cheques of \$100 or more drawn by the Customer which a bank has dishonoured more than once, in specified circumstances that in the opinion of the Supplier the Customer has committed a serious credit infringement, and that the credit provided to the Customer by the Supplier has been discharged.
19. **Authority for the Supplier to obtain certain credit information:** To enable the Supplier to assess the Customer application for commercial or personal credit, the Customer authorises the Supplier, if asked to provide commercial credit, to obtain from a credit reporting agency a credit report containing personal credit information about the Customer. This is in accordance with section 18K(1)(b) of the Act. If asked to provide personal credit, the Supplier is authorised to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person. This is in accordance with section 18L(4) of the Act.
20. **Authority to exchange information with other credit providers.** In accordance with section 18N(1)(b) of the Act, the Customer authorises the Supplier to give to and receive from the credit providers named overleaf or that may be named in a credit report issued by a credit reporting agency, information in the Supplier's possession or the other credit provider's possession about the Customer's creditworthiness, credit standing, credit history and credit capacity. The Customer understands the information may be used to: a) assess an application for credit by the Customer; b) assist the Supplier in avoiding default on the Customer's credit obligations; c) notify other credit providers of a default by the Customer; and d) assess the Customer's creditworthiness.

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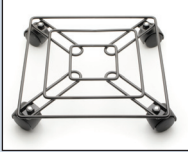


Paint

Gardening

Housewares

Security

Gardening

PRODUCT CODE	DESCRIPTION	PACKAGING		INNER	OUTER
Pot Movers with Castors					
4397137  9 315570 971379 >	280mm Pot Mover with Castors Black Square 	-		10	-
4397120  9 315570 971201 >	280mm Pot Mover with Castors Black Round 	-		10	-

Builders Hardware

General Hardware

Tool Shop

Paint

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