

# Terms and Conditions of Sale

Between **Australian Print Solutions** (the 'Company') and "the Customer" as detailed in this Agreement.

## 1. DELIVERY

All Deliveries are subject to credit approval at time of shipment and are consigned directly from the supplier nominated at the sole discretion of the Company. Any delivery date stated on the order is an estimated delivery date only, and is not guaranteed.

Freight charges may apply up to \$19.95 (exclusive of GST) per order depending on location of the Customer.

The Company will not be held responsible to the Customer for delays due to:

- Suppliers' and manufacturers' inability to deliver the goods in time;
- Shipping delays due to break-down or strikes;
- Other factors which may delay delivery and which are beyond the Company's control; or
- The Company is not liable for any failure to meet such delivery date.

## 2. TERMS

All contracts for the sale of the goods the subject of this order shall be deemed to be made in the State of Victoria. All payments shall be made to the Company's principal place of business or as otherwise agreed in writing.

## 3. POSSESSION AND TITLE

Title to the goods does not pass to the Customer until the price of such goods is paid to the Company in full. The Customer acknowledges that the Customer holds the goods as bailee of the Company until payment of the price has been made in full. The Company shall be entitled but not obliged to enter upon the Customer's premises to retake possession of the goods if payment is not in accordance with the Company's terms and conditions. Notwithstanding that title may not have passed to the Customer, the Customer is entitled to sell the goods the subject of this order in the ordinary course of the Customer's business, but acknowledges that the Customer will hold the proceeds of such sale in trust for the Company until the purchase price of such goods has been paid in full. Notwithstanding anything herein contained the Customer is responsible for the payment of the price of goods upon delivery or otherwise in accordance with the Company's terms and conditions and shall bear the risk of damage to or loss of the goods from the date of delivery.

## 4. WARRANTY

The Customer acknowledges that no warranty condition or representation has been given by the Company other than the conditions herein contained.

The Company gives no warranty as to the fitness or suitability of the goods hereby ordered or sold save and excepting the statutory warranties applied by the *Competition and Consumer Act 2010* (Cth).

## **5. RETURNS POLICY**

Subject to the *Competition and Consumer Act 2010* (Cth), all and any claims in respect of goods must be notified by writing within seven (7) days of receipt of goods and in this respect time will be of the essence. The Customer agrees that goods supplied in respect of which a written claim has not been made as aforesaid shall be deemed to have been of merchantable and faultless quality at the time of receipt by the Customer.

Any goods for which the packaging has been opened is not returnable.

A RETURN MUST BE CLEARLY LABELLED WITH REASON AND AUTHORISATION NUMBER OR IT WILL BE RETURNED AT THE CUSTOMER'S COST.

TO OBTAIN AUTHORISATION NUMBER, phone the Company's Head Office, give details of faulty goods and a number will be allocated, if they deem this necessary.

## **6. DISCLOSURE OF YOUR CREDIT INFORMATION**

The Company may give information about the Purchaser to a credit reporting agency for obtaining a consumer credit report and/or allowing the credit reporting agency to create or maintain a credit information about the Purchaser.

## **7. WHOLE AGREEMENT**

These Terms and Conditions are the whole of the agreement between the parties and no representative of the Company unless specifically authorised in writing by the Company has authority to amend or vary such terms. The Customer acknowledges that the Customer has read these Terms and Conditions and has been made aware of the Company return goods policy.

An order of the goods appearing on the face hereof are subject to the terms and conditions and subject to the terms of payment and discount included in this document)