

# URBAN DIRECT WHOLESALE PTY LTD (ACN 608 304 945)

## TERMS AND CONDITIONS OF TRADE

### 1. INTERPRETATION

In these Terms:

**Company** means Urban Direct Wholesale Pty Ltd ACN 608 304 945.

**Credit Terms** means the Urban Direct Wholesale Pty Ltd Credit Terms and Conditions.

**Customer** means the purchaser of Goods from the Company

**Goods** means all goods sold and, or delivered, by the Company to the Customer

**Terms** mean these terms and conditions of sale.

### 2. ACCEPTANCE

2.1 The parties acknowledge and agree that they have read and understood these Terms.

2.2 The parties agree that they will each be bound by these Terms once any of the following occurs:

- (a) the parties sign these Terms;
- (b) the Customer places an order; or
- (c) the Customer accepts a delivery.

### 3. APPLICATION

3.1 These Terms apply to all Goods sold or supplied by the Company.

3.2 These Terms and any contract to which they apply shall be governed by the laws of Western Australia.

3.3 To the extent of any inconsistency, with the exception only of the Credit Terms, where applicable, these Terms prevail over any of the Company's other terms or any of the Customer's terms.

3.4 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.

3.5 The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms.

### 4. AUTHORISED REPRESENTATIVE

4.1 The Customer agrees that should the Customer introduce any third party to the Company as the Customer's authorised representative, that, unless or until advised otherwise by the Customer, that person shall be deemed to have the full authority of the Customer to order Goods.

4.2 If the Customer wishes their authorised representative to have limited authority, the limits of the authority must be clearly stated in writing and provided to the Company.

4.3 The Customer acknowledges and accepts that they will be solely liable to the Company for all costs incurred as a result of orders placed or amended by their authorised representatives.

### 5. ORDERING

5.1 The Customer acknowledges and agrees that the Company does not guarantee the availability of any of its Goods.

5.2 The Customer is responsible for ensuring the accuracy of their order.

5.3 The Customer must pay for all Goods ordered even if the goods were ordered in error or the Customer has refused to take delivery of the Goods.

5.4 Goods may not be returned to the Company without prior authorisation, and then upon conditions deemed appropriate by the Company. The Company (in its absolute discretion) may charge as a minimum, freight costs and a 10% restocking fee for returned Goods.

5.5 A handling fee, as determined by the Company, will be charged to the Customer when the Customer makes changes to:

- (a) the quantities of Goods ordered; or
- (b) delivery times

after the order has been accepted and processed by the Company.

### 6. PRICES

6.1 Prices are determined by the Company at the time of order and, prior to payment of the deposit, are subject to change without notice to the Customer.

6.2 Pricing does not include delivery.

6.3 If special packaging or packing materials are required to transport the Goods, the Customer will be required to pay for these as a separate cost.

6.4 Unless otherwise stated, the prices quoted do not include GST or any other taxes or duties.

6.5 The Customer must pay GST and any other applicable taxes and duties.

## **7. PAYMENT**

- 7.1 The Company may require the payment of a deposit before accepting an order.
- 7.2 Goods must be paid in full before dispatch or collection unless a Credit Application has been completed and a Credit Approval been issued to the Customer.

## **9. DELIVERY**

- 9.1 Unless agreed, in writing, at the time of order placement, the cost of delivery is not included in the Price of the Goods.
- 9.2 The Customer must arrange collection of the Goods or pay the rate of delivery as determined by the Company.
- 9.3 Any agreed or quoted date of delivery by the Company is an estimate only and the actual date of delivery may vary.
- 9.4 Any failure on the part of the Company to deliver the Goods within any specified time does not entitle the Customer to repudiate the contract with regard to the balance remaining undelivered.
- 9.5 If the Customer fails to collect the Goods or accept delivery within 30 days of being notified of their availability, or agreed date of delivery, the Company may terminate this contract, keep any deposit and resell the Goods.
- 9.6 Any additional delivery charges incurred by the Company as a consequence of the actions of the Customer must be paid by the Customer.
- 9.7 Delivery may be made in separate instalments.
- 9.8 Where delivery is made by separate instalments, the Customer will be invoiced and must pay for the Goods as they are delivered.

## **10. TITLE AND RISK**

- 10.1 Title and risk in the Goods transfers to the Customer upon the Customer making payment to the Company.
- 10.2 The Customer indemnifies the Company against all loss and damage incidental to delivery.

## **11. INSPECTION**

- 11.1 The Customer is deemed to have inspected the Goods on delivery.
- 11.2 If the Goods are defective, damaged, there is a shortage in quantity, or the Goods do not comply with the relevant specifications or descriptions, the Customer must notify the Company, in writing, within 2 days of delivery.
- 11.3 The Customer is required to submit photographs of any damaged Goods to the Company.
- 11.4 Unless the Company has been notified in accordance with clause 11.2 and 11.3, the Goods are deemed to have been accepted in good order and condition.

## **12. WARRANTY**

- 12.1 The Company makes no warranties or other representations under these Terms including but not limited to the quality or suitability of the Goods.
- 12.2 Warrantee information and full Installation Guidelines can be downloaded from <http://www.newtechwood.com.au/technical-information>.
- 12.3 Failure to install the products as set out in the Manufacturer's Installation Guidelines, and not using the manufacturer's fixing system, including locking clips, may result in poor product performance, and such, will not be covered by the Warranty.
- 12.4 The Company will not be held responsible for any product failure due to incorrect transportation, incorrect storage, incorrect installation, use of the product for a purpose other than that for which it was designed, the continued use of a product once a defect has been identified, or any failure to properly maintain the product by the Customer.

## **13. CANCELLATIONS**

- 13.1 If the Company is not able to supply any Goods to the Customer, the Company may, by provision of written notice to the Customer, within 48 hours of Order placement, cancel any Order to which these Terms apply. On giving such notice, the Company will repay any money paid by the Customer for the Goods. The Company will not be liable to the Customer for any loss or damage whatsoever arising from such cancellation.
- 13.2 If, for reasons beyond the reasonable control of the Company, the Company is not able to supply any Goods to the Customer, the Company may, by provision of written notice to the Customer, at any time prior to delivery, cancel any Order to which these Terms apply. On giving such notice, the Company will repay any money paid by the Customer for the Goods. The Company will not be liable to the Customer for any loss or damage whatsoever arising from such cancellation.
- 13.3 The Customer may not cancel, modify or defer any order without the prior written consent of the Company (which is at the Company's sole discretion). If such consent is given it is, at the

- Company's election, subject to the Company being reimbursed all losses, including loss of profits, and paid a cancellation fee (being not less than 10% of the invoice price of the Goods).
- 13.4 Cancellation of orders for Goods made to Customer specification, or for non-stocked items will not be accepted once production has commenced.
- 14. LIMIT OF LIABILITY**
- 14.1 Unless any law demands otherwise, the Company's liability to the Customer is limited to the total price of the Order subject to a claim.
- 15. RE-SALE**
- 15.1 Unless a Reseller Agreement exists between the Company and the Customer, the Customer agrees that they are not authorised as a distributor and shall not be able to sell the Goods as a distributor for the Company or represent to any third parties that the Customer is in any way acting for the Company.
- 16. GOODS ON CONSIGNMENT**
- 16.1 When Goods are sold on consignment the following provisions apply and prevail to the extent that they are inconsistent with the foregoing:
- (a) risk in the Goods shall pass on dispatch and the Customer must insure the Goods from the time that risk passes;
  - (b) the Goods remain the property of the Company, with the Customer being allowed possession of the Goods until sold or until the Company requires their return;
  - (c) if the Company requires return of the Goods, the Customer will pay delivery costs;
  - (d) if the Goods are returned to the Company in a lesser condition than when supplied to the Customer, the Company has the right to charge the Customer for the repair or replacement of the consignment goods.
  - (e) the Customer will provide the Company weekly stock updates via email.
  - (f) at the end of each month the Customer will provide a list of Goods sold during that month ("**Month's Sales**")
  - (g) The Customer will pay the Company each Month's Sales within 40 days.
- 17. SEVERABILITY**
- 17.1 If part or all of any of these Terms is or becomes invalid, illegal or unenforceable, it shall be severed from these Terms and shall not affect the validity and enforceability of the remaining Terms.
- 18. RETURNS**
- 18.1 The Seller may in its absolute discretion accept non-defective Goods for return in which case the Seller may require the Reseller to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.
- 18.2 The Seller will only accept goods for return that are classed as current range stock. The Seller will not under any circumstances accept for return any goods that are non-current products , old or obsolete ranges of products.

### **ACKNOWLEDGMENT OF TERMS AND CONDITIONS**

The Customer hereby acknowledges receipt of these Terms, having read and agreed to be bound to them.

Signed for and on behalf of

Urban Direct Wholesale Pty Ltd  
(ACN 608 304 945)



.....  
Signature

Signed for and on behalf of

\_\_\_\_\_  
Company or Individual Name  
(ACN )

.....  
Signature