

# Terms & Conditions of Sale

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**Josco Australia Pty. Ltd. will hereafter be referred to as "Josco".**

## 1. Application

These conditions shall prevail over all conditions of the purchaser's order to the extent of any inconsistency.

## 2. Delivery

A delivery charge is applicable to all orders. Freight to all destinations outside the metropolitan areas, will be at the customer's expense. Delivery times are estimates only and Josco shall not be liable for late or non-delivery.

## 3. Shortages

The purchaser waives any claim for shortage if a claim is not lodged with Josco within fourteen (14) days from receipt of goods.

## 4. Goods Returned for Credit

Josco will replace or give credit only if the following conditions apply:

Claims must be made within fourteen (14) days of receipt of goods.

- i. The claim must specify the Josco invoice number that accompanied the goods.
- ii. Upon receipt of claim, Josco will issue an Authority Number for return of goods. No goods will be accepted by Josco unless a Josco Authority Number has been issued.
- iii. Under no circumstances will Josco pay for the cost of any freight or other charges in returning the goods, which has not been authorised by Josco.
- iv. Goods returned for credit will be subject to a restocking fee of 10%. Goods must be in good condition and in original packaging, otherwise no credit will be given.

## 5. Warranty

The warranty (if any) of the manufacturer of the goods, accepted by the purchaser, is only a warranty given to the purchaser in respect of the goods.

Except as provided in these conditions, all expressed and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the installation, materials, workmanship or otherwise are expressly excluded and Josco shall not be liable for physical and financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, lay out, assembly, installation or operation of the goods, or arising out of Josco's negligence in any way whatsoever. Josco's liability for a breach of a condition or warranty under the Trade Practices Act or any similar legislation is limited to the following:

- i. The replacement of any goods or the supply of equivalent goods,
- ii. The repair of the goods,
- iii. The payment of the cost of replacing the goods or of acquiring equivalent goods or;
- iv. The payment of the cost of having the goods repaired

## 6. Price

Most prices are shown as Retail List Price. These are recommended prices only and there is no obligation to comply with these list prices. GST is applicable to all these prices.

Some prices are quoted as Wholesale Nett. Again GST is applicable to these prices. Prices are subject to change without notice. Prices charged, will be these ruling at the date of delivery.

## 7. Payment

To approved accounts, payment is strictly thirty (30) days nett from the date of statement. Unless adhered to, credit may be withdrawn.

In the event of default of payment, the matter will be placed with the company's solicitors, and all legal costs, incidental expenses and collections charges will be charged by the solicitor to the customer's account.

Should a customer's cheque be dishonoured by the customer's bank, then the re-presentation fee will be charged by Josco to the customer.

## 8. GST

GST is not included in the Josco retail or the wholesale price lists. However, GST is applicable to all Josco products, and all Josco products are therefore subject to a GST surcharge.

## 9. Back Orders

Will be automatically sent when stock becomes available (unless otherwise requested).

## 10. Replacements

To save freight and handling charges, replacements are automatically sent out with your next order (unless otherwise requested).

## 11. Invoice

All goods dispatched will be accompanied with a Josco invoice. On receipt please check your order carefully. No claims will be recognised after fourteen (14) days.

## 12. Risk

Risk passes to the purchaser upon goods leaving Josco's premises.

## 13. Title

Goods supplied by Josco to the purchaser shall be at the purchaser's risk on delivery to the purchaser, or into the purchaser's custody (whichever is sooner), and the purchaser should insure the goods thereafter against such risks as it thinks appropriate. Property in the goods supplied by Josco to the purchaser, has been paid for in full. The purchaser should store the goods in such a manner to show clearly that they are the property of Josco. Until such time the goods have been paid for in full, the purchaser is at liberty to sell the goods, in the ordinary course of its business as an agent for Josco and shall account to Josco of the proceeds thereof.

The purchaser and Josco agree that the provisions of this clause apply notwithstanding any arrangement between parties under which Josco grants the purchaser credit.

## 14. Place of Contract

The contract for the sale of the goods is made in Victoria and the parties agree to submit all disputes to the courts of the state of Victoria.