



Benalla Trailer Sales

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Terms and Conditions of Sale

1. Definitions

- a. **Supplier** means Benalla Trailer Sales proprietors and authorized employees.
- b. **Purchaser** means the person or company who orders goods from Benalla Trailer Sales whether by purchase order, telephone, facsimile, email, in person, via Facebook / Facebook Messenger or any other social media communication channel.
- c. **Order** means a purchase order accepted by Benalla Trailer Sales.
- d. **Goods** means products that are purchased from Benalla Trailer Sales.
- e. **GST** means Goods and Services Tax as defined by the Australia Taxation Office.
- f. **Bailee** means a person or party whom goods are delivered to without transfer of ownership.
- g. **Contract** means the contract between Benalla Trailer Sales and the Purchaser for, or in relation to, the sale and purchase of goods.

2. Orders and Quotes

- a. All quotations are given and orders taken on the clear understanding that the following conditions apply to sales by the Supplier unless otherwise agreed in writing. The Supplier reserves the right to alter or amend its Terms and Conditions of Sale, price structure, product performance, location or any other aspect of its operation without prior notification.
- b. All prices exclude GST and any other duty or charge levied by Federal, State or Local Government.
- c. Quotations are based on the costs to the Supplier in Australian currency including freight and import charges, which prevail at the quotation date. If the supplier's costs change prior to the completion of any order, the Supplier reserves the right to alter charges in accordance with any such change.
- d. Delivery dates are quoted on the basis of the information available to the Supplier at the quotation date. While every effort will be made to conform with the agreed delivery date, the Supplier cannot accept responsibility for delays or liabilities due to causes beyond its control.
- e. Quoted performances and dimensions are based on data published by suppliers and are subject to confirmation during test or commissioning. Where orders do not specify precise identification of goods, the Supplier will endeavor to supply products appropriate to the purchaser's requirements, but in all cases, it remains the purchaser's responsibility to ensure that any product supplied is suitable for the intended use.
- f. Compliance with standards, certification approvals or other regulations issued by federal, State, Local or other certifying or regulatory body is the Purchaser's responsibility.

3. Payment

- a. A deposit of 10% of the quoted purchase price is required once an order has been accepted for orders of non-stock goods.
- b. In the event of a cancellation after order acceptance, any deposit which has been paid, is non refundable.
- c. Full payment is due on dispatch of goods unless otherwise agreed in writing. Under any circumstances, title to the goods does not pass to the Purchaser until the Supplier receives full payment.
- d. Purchasers with an approved 'Credit Trading Account' must pay within net 30 days from the date the invoice was raised. Until payment is made in full the following conditions apply:
 - i. The Purchaser is in possession of the goods as bailee for the Supplier and shall store the goods separately with clear identification that they are the property of the Supplier.
 - ii. Any goods sold by the Purchaser will be as an agent for the Supplier and all proceeds will be held in trust for the Supplier and its property.
 - iii. If the Purchaser combines the goods with or adds them to its own articles the Purchaser does so on condition that the resultant articles are the property of the Supplier.
 - iv. If the Purchaser combines the goods with or adds them to the articles of a third party, the Purchaser does so on condition that the resultant articles are jointly owned by the Supplier and the third party.
 - v. The supplier reserves the right to reclaim goods for which payment has not been received by the due date, and may enter any premises where the goods are or are reasonably thought to be and repossess them.

- e. The Purchaser will be in default if any one or more of the following event (**Events of Default**) occur:
 - i. The Purchaser is in liquidation or provisional liquidation or under administration, has a controller (as defined in the Corporations Act 2001) or any analogous person appointed to it or to any of its property, is taken under section 459F(1) of the Corporations Act 2001 to have failed to comply with a statutory demand, is unable to pay its debts or is insolvent, takes any step that could result in the Customer becoming an insolvent under administration as defined in section 9 of the Corporations Act 2001, enters into a compromise or arrangement with, or assignment for the benefit of, any its members or creditors or is affected by an analogous event;
 - ii. any permit or government authority or license required to carry on the Purchaser's business is either cancelled or revoked;
 - iii. the Purchaser breaches in whole or in part any item of the Terms and Conditions of Sale.
 - f. If there is an Event of Default, in addition to any other rights at law the Supplier may have, the Supplier may take one or more of the following actions:
 - i. treat the Contract as repudiated and sue for any loss and damage in respect of the loss of the Contract;
 - ii. repossess any Goods in the Purchasers possession as a bailee in accordance with clause 3.a.i
 - iii. suspend or withdraw any credit facility provided by the Supplier to the Purchaser entirely, or exclude one or more Contracts from the benefit of the credit facility, or vary the Period of Credit for one or more Contracts, or vary the Credit Limit; or
 - iv. require the immediate payment by the Customer of all monies owing by the Purchaser to the Supplier under any Contract or any account.
 - g. The Purchaser must pay the Supplier all costs and expenses incurred by the Supplier in seeking to enforce and in enforcing the Supplier's rights under the Contract. This includes any legal expenses (on a full indemnity basis), debt recovery agents' fees and commissions, process server fees, company and business search fees and any other investigation fees, charges and the internal administration costs of the Supplier in accordance with clause 3.a.vi.
 - h. In addition to any GST paid in connection with the Purchase Price, the Purchaser must pay to the Supplier on demand any GST payable in relation to any other taxable supply, which arises under or in connection with the Contract.
4. Returns
- a. Goods manufactured, modified or specifically purchased to the customer's specification are not returnable and non-refundable.
 - b. Standard stocked goods may be returned for credit only by written agreement and within ten days from dispatch, subject to a restocking charge of 20% of the invoice value, provided they are transported at the customer's expense and are received by the Supplier un-used, in original condition and in original undamaged packaging.
5. Warranty
- a. New units supplied by the Supplier will at the Supplier's discretion be replaced or repaired if failure occurs due to faulty workmanship or materials within 6 months from date of invoice, or such shorter time as may be stipulated by component or equipment manufacturer's warranty.
 - b. Where the Supplier carries out repairs to customers' equipment, the Supplier will, at it's discretion, rectify faults in workmanship which appear within 30 days from date of invoice of the original repair, and will repair or replace new parts or materials if found to be defective within 90 days from date of invoice of the original repair of such shorter time as may be stipulated by component or equipment manufacturer's warranty.
 - c. No warranty is given on customer's existing parts, sub-assemblies or assemblies which are not replaced during the repair process.
 - d. All other warranties and liabilities are expressly excluded.
 - e. Faults or damage to the goods are excluded from all warranties when such faults or damage result directly or indirectly from normal wear and tear, operation of the goods outside their rated capabilities, external impact or other action, inappropriate use of the goods, incorrect installation or operation of the goods, or continued use of the goods after a fault has occurred to the goods or the assembly in which the goods may be placed.
 - f. All warranties are null and void if notification of a suspected or actual problem is not given to the Supplier with 7 days of a fault either being suspected, or of occurring; and/or goods are not delivered to the Supplier prepaid and properly packed, to be received with 21 days of the fault occurring, and/or the goods have been disassembled, adjusted, altered or worked on at any time or in any way without the express written permission of the Supplier.
6. While all reasonable precautions will be taken by the Supplier and it's employees, suppliers and subcontractors to ensure the security against loss or damage of customer's components. Vehicles, or other equipment placed with the Supplier for repair or modification remain at the customer's risk during the course of completion of the contract.
7. Any contract or other legal relationship between the Supplier and Purchaser shall be governed by Victorian law and any legal action relating to such a relationship shall be brought in the courts of Victoria, Australia.