



Terms & Conditions

1. Governing Terms and Conditions

These are only the terms and conditions which are binding upon a Seller with the exception of those otherwise agreed in writing by the Seller which are imposed by a statute as the Competition and Consumer Act 2010 (Cth) and which cannot be excluded. Any direction by the buyer either verbal or written to procure goods or services from the Seller will be deemed as acceptance by the Buyer of these terms and conditions, despite any provisions to the contrary in the direction or any purchase order issued by the Buyer.

2. Terms Of Payment

Payment to the Seller for goods delivered and accepted is due within 30 calendar days of the end of the month in which the Buyer is invoiced for the goods. If the Buyer fails to make payment in accordance with this clause, all amounts owing by the Buyer to the Seller named in the Sales Invoice and any other Seller on any account shall immediately become due and payable. Each outstanding amount shall bear interest of the rate of 10% per annum on a daily basis from the day it falls due until the day it is paid.

3. Costs Of Recovery

The Buyer shall pay the Supplier for all costs actually incurred by the Supplier in the recovery of any monies owed by the Buyer to the Supplier under this Agreement including recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.

4. Inspection and Acceptance

The Buyer shall inspect all goods upon delivery and shall within two (2) business days of delivery give notice to the Seller named in the relevant Sales Invoice or of any matter or things by which the Buyer alleges that the goods are not in accordance with the Buyer’s order. Failing such notice, subject to any non-excludable condition implied by law, such as those in the Competition and Consumer Act 2010 (Cth), the goods shall be deemed to have been delivered to and accepted by the Buyer.

5. GST

The parties agree that:

- a. The Purchase Price is inclusive of GST.
- b. All other Payments have been calculated without regards to GST.
- c. Each party will comply with its obligations under the Competition and Consumer Act 2010 (Cth) when calculating the amount of any Payment and the amount of any relevant Payments will be adjusted accordingly.
- d. If the whole or any part of any Payment is the consideration for a Taxable Supply (other than for payment of the Purchase Price) for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST Amount, either concurrently with that Payment or as otherwise agreed in writing.
- e. Any reference to a cost or expense in the agreement excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an Input Tax Credit; and the payee will provide to the payer a Tax Invoice.

I agree to the Terms and Conditions as laid out on this page.

Print name

Usual Signature

Head Office/ Yatala Branch:

9 Gassman Drive, Yatala QLD 4207

Telephone (07) 3489 9999 , Facsimile (07) 3489 9988

E-mail sales@nutandbolffactory.com.au

Toowoomba Branch:

347 Taylor Street, Toowoomba QLD 4350

Telephone (07) 4634 0677, Facsimile (07) 4634 0699

E-mail sales.hwba@nutandbolffactory.com.au



Bulk Discount



Technical Advice



Universal Range



Yatala 7.00-4.00
Toowoomba 7.30-4.30



Australian Owned



4 Hour Dispatch



6. Passing Of Property And Risk

- a. Goods supplies by a Seller to the Buyer shall be at the buyer’s risk immediately upon delivery to the Buyer, into the Buyer’s custody or at the Buyer’s direction (whichever happens first). The Buyer shall insure the goods from the time of that delivery at its costs against such risks as it thinks appropriate, shall note the interest of the Seller names in the relevant Sales Invoice on the insurance Policy and shall produce a certificate to this effect to that Seller upon request.
- b. Property in the goods supplies by a Seller to the buyer under these terms and conditions shall not pass to the Buyer until those goods and other goods have been paid for in full.
- c. Until the goods have been paid for in full:
 - i. The Buyer shall store the goods in a manner which shows clearly that they are the property of the seller which supplied the; and
 - ii. The Buyer may sell the goods, in the ordinary course of its business, as agent for the Seller and shall account to the Seller for the proceeds of sale (including any proceeds from insurance claims). These proceeds must be kept safe in a separate bank account.
- d. The Buyer irrevocably authorises each Seller at any time to enter onto the premises upon which;
 - i. The Seller’s goods are stored to enable the Seller to;- inspect the goods; and/or – the buyer has breached these terms and conditions, reclaim the goods;
 - ii. The Buyer’s records pertaining to the goods are held to inspect and copy such records.
- e. The Buyer and each Seller agree that the provisions of this clause apply notwithstanding any arrangement under which that Seller grants credit to the Buyer.

7. Supply

Each Seller reserves the right to suspend or discontinue the supply of goods to the Buyer on reasonable grounds without being obliged to give any reason for its action.

8. Part Deliveries

Each Seller reserves the right to make part deliveries of any order, and each part delivery shall constitute a separate sale of goods upon these terms and conditions. A part delivery of an order shall not invalidate the balance of an order.

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Print name _____

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