- Definitions **1.** 1.1 "Supplier" means Woodys Timber & Hardware Pty Ltd T/A Benalla Mitre 10 & Bi-Rite Electrical, its successors and assigns or any Supplier² means Woodys Timber & Hardware Pty Ltd T/A Benalla Mitre 10 & Bi-Rite Electrical, its successors and assigns or any 6.6 person acting on behalf of and with the authority of Woodys Timber & Hardware Pty Ltd T/A Benalla Mitre 10 & Bi-Rite Electrical. 'Client' means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally. 'Goods' means all Goods or Services supplied by the Supplier to 6.7. the Client at the Client's request from time to time (where the context so permits the terms 'Goods or Services' shall be interchangeable for the other). 'Price' means the Price payable (plus any GST where applicable) for the Goods as agreed Detwene the Supplier and the Client in accordance with clause 4 below. 'GST means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth). 12
- 1.3
- 14
- 1.5
- **2**.
- Acceptance 7. The Client is taken to have exclusively accepted and is immediately 7.1 bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods. These terms and conditions may only be amended with the consent 7.2 of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the 7.3 Client and the Suppler. These terms and conditions may be meant to be read in conjunction with the Suppler 5 kitre Form, and: 2.3
- These terms and conditions may be mean to be read in conjunction with the Supplier's thire Form, and: (a) where the context so permits, the terms 'Goods or 'Services shall include any supply of Equipment, as defined therein; and (b) if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the performance on any thera paphicable provisions of that Act or any Regulations referred to in that Act. 2.4
- 8.1
 - Change in Control The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause. to 8.2

Price and Payment

- ice and Payment the Supplier's sole discretion, the Price shall be either: 9. as indicated on any invoice provided by the Supplier to the 9.1 Client; or the Price as at the date of delivery of the Goods according to the Price as at the date of delivery of the Goods according to the Price as at the date of delivery of the Goods according to the Price as at the date of delivery of the Goods according to the Price as at the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the Price as a the date of delivery of the Goods according to the date of delivery of the Goods according to the date of delivery of the Goods according to the date of delivery of the Goods according to the date of delivery of the Goods according to the date of delivery of the Goods according to the date of delivery of the Goods according to the date of delivery of the Goods according to the date of delivery of the date of deliv
 - (b)
- 4.2 The
- (b) the Price as at the date of delivery of the Goods according to the Supplier's current price list; or (c) the Supplier's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a 9.2 period of thirty (30) days. The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variation from the plan of 9.3 scheduled Services or specifications of Goods (including, but not limited to, any variation as a result of additional Services required due to unforesen circumstances such as limitations to accession limited to, any variation as a result of additional Services required due to unforesen circumstances such as limitations to accessing the site offect delivery, availability of stock, etc.) will be charged for on the basis of the Supplier's quotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entite the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion. At the Supplier's sole discretion, a non-refundable deposit may be required. 4.3
- Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, 11 hich may be
 - (a)

 - ch may be: on delivery of the Goods; before delivery of the Goods; by way of instalments/progress payments in accordance with the Supplier spayment schedule; the date specified on any invoice or other form as being the interference of the specified on any invoice or other form as being the specified on any invoice or other form as being the interference of the specified on any invoice or other form as being the specified on any invoice or other form as being the interference of the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as being the specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any invoice or other form as a specified on any inv (d)
- 4.5
- (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is thirly (30) days following the end of the month in which a statement is posted to the Client's address or address for notices. Payment may be made by cash, electronic/on-line banking, credit card (a surcharge may apply per transaction). BPoint, or by any other method as agreed to between the Client and the Supplier. The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier not to withhold payment of any invoice because part of that invoice is in dispute. 4.6 47
- Invoice is in dispute. 10. Unless otherwise stated the Price does not include GST. In addition 10.1 to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other contract for the sale of the Goods. The Client must 10.2 pay GST, without deduction or set of of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay other taxes and dues that may be applicable in addition to the Price except where they are expressly included in the Price. included in the Price

5.1

5.2

- Delivery of Goods Delivery (Delivery¹) of the Goods is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods to the Supplier's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address. At the Supplier's sole discretion, the cost of delivery is in addition to the Price.

- 5.3
- At the Supplier's sole discretion, the cost of delivery is in addition to the Price. Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this contract. Any time specified by the Supplier for delivery of the Goods is an estimate only. The Client must lake delivery by receipt or collection of the Goods whenever they are tendered for delivery. The Supplier will not be liable for any loss or damage incurred by the Client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage. The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. The Client shall take delivery of the Goods tendered not dust delivery or in quantity so delivered thall be either greater (5%), and to the discretion of the second to may the the discretion of the supplier work of the discretion of the supplier and the discretion of the second the second the tot discretion of the discretion of the discretions of the supplier and the discretion of the discretion of the supplier and the discretion of the discretion of the supplier and the discretion of the discretion of the supplier and the discretion of the discr 5.4 5.5
- 5.6
- - (5%); and the Price shall be adjusted pro rata to the discrepancy. (b)
- **6.** 6.1

5.7

- Risk Risk of damage to or loss of the Goods passes to the Client on 10.5 Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following delivery but 10.6 prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The 10.7 production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make 10.8 further enquires. 62
- further enquiries. If the Client requests the Supplier to leave Goods outside the 10.9 Supplier's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's 63
- unattended location, then such source share use increase sole risk. The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's or manufacturer's fact sheets, price lists or adversing material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by the Supplier.

The Client shall be responsible for ensuring that the Goods ordered 11.2 are suitable for their intended use.

Terms & Conditions of Trade

- are suitable for their intended use. Timber is a natural product and as such may exhibit variations in Timber is a natural product and as such may exhibit variations in texture, shade, colour, surface, finish, markings, verining, and contain natural fissures, occlusions, and indentations. Whilst the Supplier will make every effort to match sales samples to the finished Goods the Supplier accepts no liability whatsoever where such samples differ to the finished Goods supplied. Timber is a hydroscopic material subject to expansion and contraction, therefore the Supplier will accept no responsibility for gaps that may appear in timber during prolonged dry periods. The Client acknowledges that Goods supplied may: (a) fade or change colour over time; and (b) expand, contract or distort as a result of exposure to heat, cold, worther calls and the supplier supplier to the supplier to the supplier to the supplier time; and
- 12. 12 1
- weather: and
- (c) mark or stain if exposed to certain substances; and
 (d) be damaged or disfigured by impact or scratching.

- Dimensions, Plans and Specifications All customary building industry tolerances shall apply to the 12.2 dimensions and measurements of the Goods unless the Supplier and the Clent agree otherwise in writing. The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client If the giving of an estimate or quotation for the supply of Goods 12.3 involves the Supplier estimating measurements and quantifies, it shall be the responsibility of the Client to verify the accuracy of the Supplier's estimated measurements and quantifies, here the 12.4 Supplier's estimated measurements and quantities, before the Client places an order based on such estimate or accepts such 12.4
- guication. Should the Client require any changes to the Supplier's estimated measurements and quantities, the Client shall request such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a quotation before 12.5 acceptance of that quotation.

6.5

- Access 12.6 The Client shall ensure that the Supplier has clear and free access to the site at all times to enable them to undertake deliver the 2.7 the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the neglogence of the Supplier. It is the responsibility of the Client to ensure that access is suitable to accept the weight of laden trucks, unloading or other lifting equipment as may be deemed necessary by the Supplier.
- 12.8 Title The Supplier and the Client agree that ownership of the Goods shall not pass until:
- s unti the Client has paid the Supplier all amounts owing to the (a Supplier: and
- Supplier; and (b) the Client has met all of its other obligations to the Supplier. Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that, until ownership of the Goods passes to the Client in accordance with clause 9.1: (a) the Client is only a bailee of the Goods and must return the Croots the Supplier or ensuret. 12.9
- (b)
- (c)
- iert in accordance with clause 9.1: In Client is only a balies of the Goods and must return the Goods to the Supplier on request. In Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. The Client houst not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client vells, disposes or parts with possession of the Goods then the Client must hold the Client should not convert or process the Goods or intermix ther with the proceeds to the Supplier on demand. the Client should not convert or process the Goods or then the Client product to the Supplier as it so directs. the Supplier must sell, dispose of or return the resulting product to the Supplier as it so directs. the Supplier may recover possession of any Goods are kept and 13.1 precises where the Supplier to enter any the Client should not convert or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the 13.2 Goods while they remain the property of the Supplier. 14.3 Goods while they remain the property of the Supplier. 15.3 Goods and any commence proceedings to recover the foced should not convert or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the 13.2 Goods while they remain the property file Supplier. 14.3 Goods while they remain the property of the Supplier. 14.3 Supplier and nor dherwise give away any interest in the 13.4 Goods and key they comment property Securities Act 2009 ("PPSA") 13.3 (d)
- (e)
- (f)
- (g)
- (h)

Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

13.3

pay (a)

(b)

(c)

(d)

it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions 14. constitute a security agreement for the purposes of the PPSA and 14.1 creates a security interest in all Goods and/or collateral (account) – creates a security interest in all Goods and/or collateral (account) – being a monetany obligation of the Cleint to the Supplier for Services – that have previously been supplied and that will be supplied in the future by the Supplier to the Cleint. The Cleint undertakes to: (a) promptly sign any further documents and/or provide any further (a) promptly sign any further documents and/or provide any further to-date in all respects) which the Supplier may reasonably require to: (b) projects a financing statement or financing documents

10.3

10.4

- - uire to; register a financing statement or financing change 14.3 statement in relation to a security interest on the Personal Property Securities Register; register any other document required to be registered by the PPSA or
 - (ii)
- the PPSA; or (iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii); indemnity, and upon demand reimburse, the Supplier for all 14.4 expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any crocks changed theraby
- Securities register established by the PPSA of releasing any Goods charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of the
- Supplier;
 (d) not register or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a hind party without the prior written consent of the Supplier;
 (e) immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales. The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- ns and conditions
- ms and condutons. c Client waives their rights to receive notices under sections 95, **15**. 8, 121(4), 130, 132(3)(0) and 132(4) of the PPSA. 5, 121(4), 130, 132(3)(0) and 132(4) of the PPSA. Exact their rights as a grantor and/or a debtor under clions 142 and 143 of the PPSA.
- sections 142 and 143 of the PPSA Unless otherwise agreed to in writing by the Supplier, the Client waves their right to receive a verification statement in accordance with section 157 of the PPSA. The Client must unconditionally ratify any actions taken by the Suppler under dauses 10.3 to 10.5. Subject to any express provisions to the contrary (including those contained in this clause 10) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. 15.2

Please note that a larger print version of these terms and conditions is available from the Supplier on request.

Security and Charge In consideration of the Supplier agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any monew) 15.4 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a 16. solicitor and own client basis incurred in exercising the Supplier's

Privacy Act 1988 The Client agrees

(c)

(d)

(c) (d) (e)

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(a)

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The

Supp (a)

Service of Notices

contract

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19.7

19.8

discharged and all dates of payments);

Privacy Act 1988 The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Supplier. The Client agrees that the Suppler may exchange information about the Client with those credit providers and with related body comprates for the following numbers:

corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with

status of this credit account, where the Client is in default with other credit providers; and/or
(d) to assess the creditworthiness of the Client including the Client repayment history in the preceding two (2) years.
The Client agrees that personal credit information provided may be used and relianed by the Supplier for the following purposes (and for other agreed purposes or regurder following purposes (and for analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
(c) processing of any payment instructions, direct dehit facilities

and/or processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the

(a) enabling the collection of amounts outstanding in relation to the Goods.
 The Supplier may give information about the Client to a CRB for the following purposes:
 (a) to obtain a consumer credit report.
 (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
 The information given to the CRB may include:
 (a) personal information as outlined in 16.1 above;
 (b) mane of the credit provider and that the Supplier is a current credit provider to the Client;
 (c) whether the credit provider is a licensee;
 (d) there of consumer credit;

whether the credit provider is a licensee; type of consumer credit; details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); advice of consumer credit defaults, overdue accounts, loan repayments or outstanding mones which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and deb recovery action commerced or alternatively that the Client no longer has any overdue accounts and the Suppler has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payment);

dates of payments); information that, in the opinion of the Supplier, the Client has committed a serious credit infringement; advice that the amount of the Client's overdue payment is equal to or more than one hundred and fitly dottars (\$150). c Client shall have the right to request (by e-mail) from the order.

a copy of the information about the Client retained by the

Supplier and the right to request that the Client retained by the Supplier and the right to request that the Supplier correct any incorrect information, and to the supplier does not disclose any personal information and the purpose of direct marketing. The Supplier will destroy personal information upon the Client for the purpose of direct marketing. The Supplier will destroy personal information upon the Client for the purpose of direct marketing. The Supplier will destroy personal information upon the Client for the purpose of direct marketing. The Supplier will destroy personal information upon the Client for the purpose of direct marketing. The Supplier will destroy personal information upon the Client is not sufficient to the Supplier will respond to that complaint within theirs (30) days of receipt of the complaint. In the event that the Client is not satisfied with the Information Commissioner at www.oaic.gov.au.

The second second

witten notice given under this contract shall be deemed to

(a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this

(c) - proving to the address to the order party as stated if this contract;
(c) by sending it by registered post to the address of the other party as stated in this contract;
(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (f any), on receipt of confirmation of the transmission;
(e) if sent by email to the other party slast known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

course of post, the notice would have been delivered. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party is right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid. vioi (liega) or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of victoria in which the Supplier has the principal place of business, and are subject to the jurisdiction of the courts in Melbourne, Victoria. Subject to dause 12, the Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions the Supplier. The Supplier shall be under no liability and/or obligations under this contract without the Client's consent. The Supplier may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot assign or licence without the Suprival of the Supplier may velect to subcontract and are any of the Services.

The Client cannot assign or needed out any part of the Supplier. The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the

understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier. The Client agrees that the Supplier may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

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solicitor and tomic tants tractines in exercising time supports in tot. The Client intervocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 11 including. but not limited to, signing any document on the Client's 16.2

- Defait. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client 16.3 must allow the Supplier to inspect the Goods. Under applicable State, Territory and Commonwealth Law 16.4 (including, without limitation the CCA), certain statutory implied guarantees and warrantees (including, without limitation the statutory guarantees and warrantees). The Supplier acknowledges that nothing in these terms and conditions (Marraset) set out in these terms and conditions or in Event as expressly set out in these terms and conditions or in

- Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no waranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these waranties is limited to the fullest externt permitted by law. 16.5
- If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Supplier's lability is limited to the extent permitted by section 64A of Schedule 2. If the Supplier is required to replace the Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Clinent has paid for the Goods. If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion; 16.6

- discretion; limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods; (b)
- (c) otherwise negated absolutely. Subject to this clause 12, returns will only be accepted provided
- : the Client has complied with the provisions of clause 12.1; and the Supplier has agreed that the Goods are defective; and the Goods are returned within a reasonable time at the Client's
- cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which
- cost (if that cost is not significant); and

 (c) the Goods are returned in as close a condition to that in which they were delivered as is possible.

 Notwithstanding clauses 12:1 to 12.8 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be 16.7 caused or partly caused by or arise as a result of:

 (a) the Colent failing to properly maintain or store any Goods;

 (b) the Client failing to properly maintain or store any Goods;

 (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

 (e) the Client failing to follow any instructions or guidelines provided by the Supplier;

 (f) the Client failing to follow any instructions corg non-defective 16.8 for return in which case the Supplier may require the Client to pay handling anything contained in this clause if the value of the returned Goods plus any freight costs.

 Notwithstanding anything contained in the slause if the supplier is required by a law to accept a return then the Supplier is required by a law to accept a return then the Supplier is indeplicated property

 accept a return on the conditions imposed by that law.

 Intellectual Property
 17.

 Where the Supplier has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier. Instructions given to the Supplier via Intrage any properties of the finge any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier respect of any such infingement.

 The Client agrees that the Supplier may (an ocost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has the Client.

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's

sole discretion such interest shall compound monthly at such a rate) sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes the Supplier any money the Client shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's contract default fee, and bank dishonour fees).

basis, the Supplier's contract default fee, and bank dishonour fees). Further to any other rights or remedies the Supplier may have under this contract, if a Client has made payment to the Supplier, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 14 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract. Without, prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Supplier shall, whether or not due for payment, become immediately payable if.

able in: any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it full due:

when it falls due; the Client has exceeded any applicable credit limit provided by the Supplier; the Client becomes insolvent, convenes a meeting with its

Cancellation Without prejudice to any other remedies the Supplier may have, if at any time the Celient is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Client. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.

Client suffers because the Supplier has exercised its rights uncer this clause. The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by opining written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods. The Supplier shall not be fable for any loss or damage whatsoever arising from such cancellation. In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made or ordered to the Client's specifications, or for non-stockist or discontinued items, will definitely not be accepted once production has commenced, or an order has been placed.

the Client becomes insolvent, converes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or enter a significant of the benefit of the a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset 19.5