

Kulbardi Promotional & Work Wear Terms & Conditions of Sale

Our standard Terms and Conditions of Sale are as follows:

Agreement is between Quick Corporate Australia ("QCA") ABN 22 789 053 594 and Buyer identified on Quotation.

PRICE

Prices in the Quotation relate to products as at the date of order and remain firm for 30 days. Once an order for goods is accepted by QCA and the manufacturer, Buyer has no right to cancel unless agreed to in writing by QCA. Buyer must bear QCA's costs incurred up to the cancellation date of the relevant order.

TERMS OF PAYMENT

For approved accounts 30 days credit. Settlement is NET and must be made 30 days from the date of invoice.

Payments on account will be appropriated to the settlement of outstanding accounts in the date order that they were rendered.

Any acquiescence by QCA to the failure of the Buyer to pay for goods on the Due Date will in no circumstance constitute a waiver by QCA of its right to payment on the Due Date nor will it be construed as an agreement to provide credit otherwise than in accordance with these terms.

RESPONSIBILITY FOR PAYMENT

Buyer agrees that it is responsible to QCA for all payments in accordance with the terms of this agreement. Any arrangements between Buyer and any other party do not affect Buyer's obligations under this agreement, including the obligations in Clause 2, 'Terms of Payment'.

GST

Unless otherwise specified, the price or rate payable for the goods excludes any GST.

INTEREST PAYABLE ON OVERDUE ACCOUNTS

Where the Buyer fails to pay an account or part of it on the Due Date interest is payable to QCA on the amount that is overdue. The rate of interest is one per cent per annum above the prevailing Commonwealth Bank variable rate. Interest is calculated daily.

DISPUTE

If the Buyer forms the view that the goods delivered do not accord with the order placed it must notify QCA of this view in writing within 7 days, detailing the way in which the goods delivered do not accord with the order placed.

The Buyer is deemed to have accepted the goods as delivered if:

- it fails to keep the goods delivered in the condition they were in when delivered; or
- it declines a reasonable request from QCA to inspect the goods; or
- it fails to comply with information supplied for the safe use, maintenance, handling, cleaning, processing, storage, transport and disposal of the goods.

ADVICE

Any advice, recommendation, information, assistance or service provided by QCA in relation to the performance, application or appropriateness of use of the goods is given in good faith but is given without liability or responsibility on QCA's part unless the provision of the Trade Practices Act 1974 ("The Act") provide otherwise.

WARRANTIES

QCA warrants that:

- it can give good title to the goods;
- the goods delivered are those specified in the Quotation and invoice; and
- the goods delivered are free from defects in material and workmanship except such defects as are normally regarded as being commercially acceptable.

Buyer warrants that:

- It has obtained all necessary permissions, licences and releases for copyright and all other rights in any images or artwork submitted by Buyer to QCA or the manufacturer for the creation of the goods;
- It maintains written records of all such permissions, releases, licences and permissions;
- It will provide QCA access to such records upon request by QCA; and
- It indemnifies and holds QCA harmless from any action, claim, demand, judgement, liabilities and costs (including legal fees) arising out of the use of any images or designs contained in the goods, or for any breach by the Buyer of its obligations under this agreement.

LIMITATION OF LIABILITY FOR BREACH OF A CONDITION OF WARRANTY

QCA's liability in respect of breaches of express or implied condition and warranties, other than the warranty as to title is limited to any one of the following as determined by QCA:

- the replacement of goods or the supply of equivalent goods; or
- the repair of the goods; or
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired.
- QCA is not liable for any damage arising out of or in connection with, special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such a breach.

RISK

The responsibility for loss of or damage to the goods passes to the Buyer upon delivery of the goods to the Buyer or its agents or to a destination nominated by the Buyer or to a carrier nominated by the Buyer.

PROPERTY

Property in the goods remains with QCA until QCA receives full payment for the goods.; or
If the Buyer fails, or if QCA believes the Buyer may fail, to pay for the goods when payment is due QCA may enter the Buyers premises and re-take possession of the goods.

DELIVERY

Any advice given as to the date of intended delivery is given subject to the goods ordered being available and QCA having the capacity to effect delivery on that date.

A delivery charge applies. This charge may vary from area to area. Every care is taken in meeting customer's requirements but no responsibility is taken for losses that may occur.

DELIVERY BY INSTALMENTS

QCA reserves the right to supply by instalments where delay in manufacture of delivery has been caused by or in any way is incidental to an Act of God, war, internal disturbances, fire, breakdown of machinery, fuel or power shortages, strikes, labour disputes, restrictions of transport facilities or arising out of any cause beyond the reasonable control of QCA. QCA will make delivery as soon as it is able, having regard to all orders on hand and failure to make delivery will not vitiate the contract.

An agreement to deliver the goods in instalments is deemed a separate agreement for sale subject to these terms and conditions for each instalment.

QUANTITY DELIVERED

QCA will make every endeavour to deliver the quantities of goods ordered by the Buyer, however, all goods delivered are subject to normal commercial allowances for overruns and shortages, the same to be charged for or deducted pro rata.

TERMINATION

QCA's agreement to continue to deliver or sell is always conditional upon it being satisfied of the Buyer's ability to pay and comply with these conditions. If QCA ceases to be so satisfied it may suspend and/or terminate delivery and will not be liable in any way for any claim, damage, expense or cost arising from it and all monies then outstanding by the Buyer will immediately become due and payable and recoverable.

AGREEMENT

These Terms and Conditions and the relevant QCA Purchase Order/ Quotation represent the entire agreement between QCA and the Buyer and supercede all prior negotiations, and representations. No other terms and conditions, representations or warranties, including those attached to any purchase order or document, whether received before or after the date of this agreement are included or implied, whether by law or otherwise unless agreed to in writing by QCA. Any alternations or additions to this agreement it must be in writing, signed by QCA and the Buyer.

SEVERANCE

In the event that it is held that one or more of these terms are not enforceable, the remaining terms will apply between the Buyer and QCA.