



TERMS & CONDITIONS OF SALE

Set out hereunder are the standard conditions under which goods are sold by Direct National. Limited effective 1/7/04

In respect of all sales of Goods the Buyer is deemed to purchase and accept delivery of Goods upon the following conditions:

1. Property in Goods

- (a) Property in the Goods does not pass to Buyer until such time as payment in full for the Goods shall have been made and no other money is owing by the Buyer to Direct National on any account whatever and whether or not such other money has become due for payment. Until such time, the buyer shall possess all Goods supplied on a fiduciary basis only and shall keep the Goods separate from other goods in the possession of the Buyer and store them so that they are identified as belonging to Direct National.

2. Delivery and Risk

- (a) It is the Buyer's responsibility to ensure that the Goods ordered conform to its requirements.
- (b) Any time or date or month stated by Direct National for anticipated or promised delivery of the Goods is a bona fide estimate only. If Direct National is delayed by any circumstances or event beyond its control then it may suspend delivery or extend the delivery time in respect of the whole or part of the Goods and it shall not be liable to the Buyer for any consequential loss or damage arising from such delay.
- (c) Delivery may be made in one or more lots. Each lot shall form a separate contract on delivery and be accepted and paid for accordingly notwithstanding late delivery or non-delivery of any lot. Upon failure by the Buyer to pay any amount when due Direct National may at its option terminate the contract as to further delivery and no forbearance or course of dealing shall affect this right of Direct National.
- (d) The Buyer accepts full risk of loss or damage to Goods from the time they are delivered to the Buyer's premises or any other places specified by the Buyer.
- (e) Direct National shall have the right to accept any order for the supply of Goods in whole or in part or to decline any order. Where delivery is made by Direct National in respect of part only of any order then these terms and conditions shall apply to the Goods actually delivered.
- (f) If shipment is made at customer's request via a method that would not normally be used by Direct National then such shipment will be made F.O.B point of shipment and the customer shall pay to Direct National the actual freight and any other charges incurred by Direct National in forwarding the order to its destination whether or not such charges appear on the invoice for the goods.

3. Terms of Payment

- (a) Payment should be on a C.O.D basis unless the supplier has agreed to give credit to the customer.
- (b) The supplier is not obliged to give credit to the customer and if credit is given then the supplier may at any time without assigning any reason discontinue the customer's credit or refuse credit extension
- (c) If credit is given then payment will be made on or before the last day of the month following in which goods were supplied or the services were rendered irrespective of the date on any invoice or statement.
- (d) If monies are not paid by the due date then without prejudice to any other rights of the supplier the purchaser shall pay interest at the rate of 2% per calendar month calculated from the due date until the date of actual payment.
- (e) Payment made by credit card will incur an additional surcharge of 1.5% for most major credit cards and 3% for American Express.
- (f) Any written order for goods or services accepted by the supplier may be varied or cancelled in writing and with the consent of the supplier, the supplier reserves the right to charge the customer for any expenses it has incurred and a re-stocking fee of 20%

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- (g) The supplier reserves the right not to accept the return of any goods (unless they are faulty or not in accordance with the customer's order) and if the supplier does accept any return then it reserves the right to charge a re-stocking fee of 20%
- (h) The customer is responsible for ensuring that the goods ordered are suitable for the customer's purpose and can be interfaced with the customer's existing equipment (if any) and the supplier shall not be responsible for any costs of connection or interfacing unless this is specifically provided for the order and the customer's existing equipment is accurately detailed.
- (i) Any of the customer's goods held by the supplier for inception, custody, storage, repair or any other reason may be subject to the provisions of the Disposal of uncollected Goods Act of 1967 if not collected and paid for within 6 months of their being ready for delivery.
- (j) Ownership of the goods will remain with the supplier until payment has been received or until the customer sells the goods by way of bona fide sales all full market value and the customer shall;
 - i. Keep the goods in good order and condition and fully insured against loss or damage by fire, theft, accident or other such risks.
 - ii. Permit the supplier at any time to enter upon any premises owned or occupied by the customer for the purposes of re-taking possession of the goods and for purpose to break any door, lock or window.
- (k) The customer acknowledges that unless expressly agreed to the contrary the supplier is a supplier of goods only and not a contractor or sub-contractor.
- (l) Unless specified by the purchaser deliveries will be made by a carrier nominated by the supplier provided however the supplier shall not be liable for any delay, negligence or other act or omission of the carrier.
- (m) Terms – C.O.D

4. Prices

- (a) prices are subject to change without notice. All prices are based on the full quantities specified and do not necessarily operate pro rata for any greater or lesser quantities.
- (b) Errors and omissions accepted. The company reserves the right to confirm before accepting orders placed.
- (c) Goods and Services Tax (GST) will be charged at the appropriate rate ruling at the time of invoice.
- (d) Quotations are given and orders accepted on the basis that the prices charged will be those ruling at the date of dispatch subject to such discount, rebate tax, or other adjustments as may apply from time to time. All prices are subject to change without notice.

5. Installation

- (a) The price of equipment does not include installation by Direct National except as expressly stated in price lists, quotations, contracts for supply or as otherwise agreed. When such agreement is made, installation shall be made during Direct National's normal working hours and the customer shall, at his own expense and prior to goods being delivered, prepare his / her premises and in all respects make the same safe and suitable for the installation of the goods and shall provide all electrical or other installations and fittings required to receive the said goods and of a type in every way suitable for attachment to the said goods.

6. Warranty

- (a) Subject to the conditions hereof the only warranties in respect of the Goods shall be those expressly stated by Direct National.
- (b) The Buyer, its employees or agents shall not make any statement, representation, undertaking or warranty concerning the quality or description of the Goods other than those either contained in literature published by Direct National or expressed or implied by the law.
- (c) The acceptance of any Goods by the Buyer shall imply a condition that the buyer identifies Direct National and will keep it indemnified against loss, claim or damage suffered by reason or arising out of;
 - i. Any statement, representation, undertaking or warranty made by or on behalf, which is not expressly authorised by Direct National
 - ii. Any loss or damage caused to the goods after risk therein has passed to Buyer.

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7. Liability

- (a) Direct National guarantees that it will at its option during the periods of 12 months from the date of delivery of the goods, or where goods are supplied in packages bearing an expiry date, within 6 months after that date, repair or replace free of charge or credit the value of any goods sold by Direct National which are the subject of complaint if so required by Direct National are returned to Direct National and are subsequently found to be defective in manufacture, packing or labelling PROVIDED THAT this guarantee will not apply in the following circumstances:
 - i. Equipment where defects are caused by accident, misuse, neglect, improper storage, wear & tear, unauthorised modifications or attempt at internal adjustment or repair by persons other than Direct National or authorised agents.
 - ii. Other manufactures goods where the conditions of sales of the Manufacturer concerned provide for a more limited guarantee. In this event the other manufacturer's guarantee shall apply.

8. Returns for Credit

- (a) In respect of the returned goods for credit the current procedures as to return of goods will apply subject to the provisions of any consumer or trade practices law and provided the buyer has first obtained from Direct National a Returned Goods Authority (RGA) number.
- (b) Applications can only be considered within fourteen days of the date of invoice and must state date and number of invoice and reasons for suggested return.
- (c) To be accepted, goods must be in their original packing, unused and undamaged, with their original marks and numbers unaltered, so as to be in a saleable condition.

9. Waiver, Cancellation, Alteration or Assignment

No purported wavier, alteration, cancellation or assignment of these conditions shall be binding on Direct National unless assented to in writing by a duly authorised officer of Direct National.

10. Notices

Any notice to the Buyer shall be sufficiently delivered is mailed in the ordinary course of post to the last known Buyer's address in the appropriate state or Territory of Australia. All notices to Direct National shall be sufficiently if so mailed to its principal office in the relevant State or Territory. Any such notice shall be deemed to have been delivered three (3) days after mailing.

11. Governing Law

This agreement shall be governed by the laws of Australia and the State of Queensland.

12. Asbestos

Where an asbestos register shows asbestos or presumed asbestos this quote is conditional upon the customer ensuring that the register is up to date and additional tests are undertaken if required. We strongly recommend using one of our options that does not require asbestos handling. If LBD is present we are unable to install what so ever into this type of asbestos.

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