

ADDLER - ABN: 67 693 191 533 agrees to sell goods to the Customer on terms set out in this document

1.0 Definitions	2.0 Price						
<p>Terms used in these Terms and Conditions apply to the Contract of Sale and include the following terms;</p> <p>1.1 "Customer" means the Customer whose order for the purchase of Goods is accepted by the Seller.</p> <p>1.2 "Goods" means the products or services sold to the Customer by the Seller.</p> <p>1.3 "ADDLER" means; ADDLER Group International Pty Ltd - ACN 606 806 731, As Trustee For ADDLER Group Trust - ABN 67 693 191 533, its Related Entities and their successors and assigns;</p> <p>1.4 "Related Entities" has the same meaning as defined in the Corporations Act 2001 (Cth) and includes each of the following entities;</p> <p>(a) ADDLER Group Trust trading as ADDLER - ABN: 67 693 191 533</p> <p>(b) ADDLER Group Trust trading as AlertEx - ABN: 67 693 191 533</p> <p>(c) ADDLER Group Trust trading as All Purpose Abrasives - ABN: 67 693 191 533</p> <p>1.5 "Owner" and "Seller" and "Supplier" means ADDLER;</p> <p>1.6 "Terms and Conditions" means the Trading Terms and Conditions and Hire Terms and Conditions.</p> <p>1.7 "ACL" means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).</p> <p>1.8 "PPSA" means the Personal Property Securities Act 2009 (Cth).</p> <p>1.9 "You" means the person named in the Credit Account Application as the Customer.</p> <p>1.10 "Contract of Sale" means the agreement between the Seller and Customer to purchase goods which includes:</p> <ul style="list-style-type: none"> (a) the Hire Master Agreement; (b) the Hire Terms & Conditions; (c) any Hire Schedule; (d) any Credit Application; (e) the Trading Terms & Conditions; (f) any delivery note or invoice provided by the Owner, whether signed or not, and includes any amendments to these documents from time to time. 	<p>2.1 The "price" of Goods and/or Services will be the then current price as determined by ADDLER and notified to You.</p> <p>2.2 Purchase Price means the price for the goods set out in the relevant Sales Invoice. The Purchase Price is subject to the current rate of GST unless the goods are GST exempt.</p> <tr> <th data-bbox="802 842 1503 918">3.0 Liability</th> <td data-bbox="802 918 1503 1066"> <p>3.1 Where You comprises more than one person, each such person shall be jointly and severally liable to ADDLER under these Terms and Conditions.</p> </td> </tr> <tr> <th data-bbox="802 1066 1503 1142">4.0 Payment</th> <td data-bbox="802 1142 1503 1729"> <p>4.1 The purchase price for the Goods plus GST where applicable is payable on or before thirty, (30) days from the end of the month in which the Goods are purchased unless otherwise expressly stated in these Terms and Conditions in writing. If no credit application has been submitted and approved, the payment is due immediately.</p> <p>4.2 Certain products, including capital equipment and machinery may require pre-payment.</p> <p>4.3 Accounts with overdue balances will automatically have credit withdrawn until all outstanding balances are cleared. ADDLER reserves the right to charge interest at the rate of 4% Per Annum on all overdue balances calculated on a daily basis from the due date until such amount is paid.</p> <p>4.4 ADDLER may recover from You all costs and expenses (on a solicitor-client basis) reasonably incurred by ADDLER arising out of any breach by You of the Terms and Conditions.</p> </td> </tr> <tr> <th data-bbox="802 1729 1503 1805">5.0 Supply</th> <td data-bbox="802 1805 1503 2110"> <p>5.1 Every endeavour will be made by ADDLER to supply the Goods and/or Services within the period, if any, requested by You but no liability is accepted by ADDLER for any delay in delivery or non-delivery.</p> <p>5.2 ADDLER reserves the right at its discretion to discontinue supply to You at any time.</p> </td> </tr>	3.0 Liability	<p>3.1 Where You comprises more than one person, each such person shall be jointly and severally liable to ADDLER under these Terms and Conditions.</p>	4.0 Payment	<p>4.1 The purchase price for the Goods plus GST where applicable is payable on or before thirty, (30) days from the end of the month in which the Goods are purchased unless otherwise expressly stated in these Terms and Conditions in writing. 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6.0 Title and Transfer

6.1 Title in the Goods shall remain with ADDLER until You have paid all monies due to ADDLER on all accounts whatsoever. Until that time You must;

6.1.1 not remove, deface or obliterate any identifying plate, mark or number on any of the Goods that will hinder identification of the Goods as property of ADDLER;

6.1.2 Except as mentioned in clause 7.2 not purport to mortgage, charge, transfer, convey or otherwise deal with Goods without the prior consent of ADDLER;

6.1.3 At all times allow ADDLER access to the Goods to inspect them and to re-take possession at its discretion and indemnify ADDLER against all claims whatsoever (including claims of trespass) arising out of the exercise or purported exercise of rights under this clause;

6.1.4 Insure the Goods for their full insurable or replacement value (whichever is higher) with a reputable insurer in the place where You carry on business or store the Goods; and

6.1.5 Account to ADDLER for all proceeds of the Goods including any insurance proceeds.

6.2 You shall be entitled to sell or consume the Goods in the ordinary course of your business subject to –

6.2.1 In the case of a sale of the Goods You must hold the proceeds of sale on trust and as agent for ADDLER and shall pay such amount to ADDLER immediately;

6.2.2 Your right to deal with Goods shall cease automatically if You-
(a) breach any provision of these conditions of sale;
(b) cease to or threaten to cease to carry on your business; or
(c) becomes the subject of any form of insolvency administration formal or informal.

7.0 PPSA

7.1 You hereby acknowledge that this agreement is a security agreement.

7.1.2 The interest of ADDLER in the Goods and all proceeds from the sale of the Goods by You to a third party is a security interest. You hereby grant to ADDLER a Security Interest in all present and after acquired Goods and their proceeds (including any accounts and accessions) to secure all monies owing to ADDLER now and/or in the future by You.

7.1.3 You consent to ADDLER registering its security interest on the Personal Properties Securities Register and agree to provide all assistance reasonably required by ADDLER to facilitate registration.

7.2 You agree that:

7.2.1 ADDLER will continue to hold a Security Interest in the Goods in accordance with the PPSA, notwithstanding that the Goods may be processed, commingled or become an accession with other Goods.

7.2.2 You will do all the things necessary to enable ADDLER to perfect and maintain its security interest including providing all information ADDLER requires to register a Financing Statement or Financing Change Statement on the Personal Properties Securities Register (“PPSR”) as a Security Interest and a Purchase Money Security Interest pursuant to the PPSA;

7.2.3 You will not change your name, ACN or ABN or other details required on the PPSR, without first notifying ADDLER;

7.2.4 ADDLER is not required to give You any notice required under the PPSA unless the notice cannot be excluded by the PPSA;

7.2.5 You must pay any and all costs, expenses and other charges incurred, expended or payable by ADDLER in relation to the filing, discharge or necessary amendment of any Financing Statement or Financing Change Statement.

7.2.6 You will not allow security interests to be created or registered over the Goods in priority to the security interest(s) held by ADDLER.

7.2.7 ADDLER and You agree that this agreement and all related information and document(s) are confidential and will not be disclosed to unauthorized representatives or third parties, except to the extent permitted by this agreement or required by law.

7.2.8 To the extent the law permits them to be excluded Sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA shall not apply.

8.0 Consumer Guarantees

8.1 If the Goods and/or Services are supplied to You as a Consumer, the ACL provides for You to have the benefit of consumer guarantees which cannot be excluded from these Terms and Conditions. You will be entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You will also be entitled to have goods and/or services repaired, replaced or re-supplied if they fail to be of acceptable quality and the failure does not amount to a major failure.

8.2 To the extent permissible by law, the liability of ADDLER in respect of a breach of a consumer guarantee or any warranty made under these Terms and Conditions for any Goods and/or Services not ordinarily acquired for personal, domestic or industrial use is limited at the option of ADDLER:

8.2.1 In the case of Goods, to -

(a) the replacement of the Goods or the supply of equivalent Goods;

(b) the repair of the Goods;

(c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or

(d) the payment of the cost of having the Goods repaired.

8.2.2 In the case of Services, to -

(a) the supply of the Services again; or

(b) the payment of the cost of having the Services supplied again.

8.3 To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms and Conditions are excluded and ADDLER is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate You for:

(a) any increased costs or expenses;

(b) any loss of profit, revenue, business, contracts or anticipated savings;

(c) any loss or expense resulting from a claim by a third party; or

(d) any special, indirect or consequential loss or damage of any nature whatsoever; arising out of the ADDLER supply of Goods and/or services to You or caused by ADDLER's failure to provide or delay in providing the Goods and/or Services.

9.0 Shipment and Delivery

9.1 Upon acceptance of an order by ADDLER, ADDLER will seek confirmation of the period of shipment or delivery. If any variation has occurred in the quoted period, ADDLER will notify You. Unless You object at the time of that notification, the period of shipment or delivery notified to You will be the contractual period for shipment or delivery. The delivery times made known to YOU are estimates only and ADDLER is not liable for late delivery or any non - delivery.

9.2 A delivery charge will apply to all deliveries .The delivery charge will be advised as the order is processed by ADDLER and prior to seeking payment from You. Back order deliveries may be exempted from a delivery charge, these deliveries are for partly fulfilled orders.

9.3 The delivery address must be an address within Australia and cannot be a freight forwarding location or a PO Box.

9.4 A Customer Service representative will contact You to organise delivery if delivery times will be longer than those quoted if your order exceeds a combined weight of 50 kilograms, the Goods to be delivered are of an irregular shape and size (e.g. ladders) or if your order will require a Remote Delivery.

(a) A "Remote Delivery" is any delivery to a location on mainland Australia or to Australasian islands that may involve co-ordination of another transport method in addition to that provided by our third party delivery contractor, such as a local barge, air service, courier or train service.

9.5 Anyone at the delivery address (or upon collection) who receives the Goods from ADDLER third party delivery contractor shall be presumed by ADDLER to be authorised to receive the Goods and must sign a receipt acknowledging receipt of the Goods. ADDLER third party delivery contractor may request that the person who receives the Goods at the delivery address (or upon collection) provide satisfactory evidence of proof of age and / or identity, and, may refuse to deliver the Goods if the person receiving the Goods is unable or unwilling to provide such evidence.

9.6 You may nominate to have the Goods delivered a nominated address without requiring an authorised recipient to be present to sign an acknowledgement of receipt of the Goods. You can request this service during the checkout process by selecting the "Authority to Leave" option and specifying instructions as to the location in which to leave the Goods at the delivery address if the delivery address is unattended. All Goods left under this provision are left at Your risk. Once the Goods are left at the delivery address, to the extent permitted by law, and except as otherwise required by the ACL, ADDLER does not bear any responsibility or liability for loss of or damage to the Goods, and You indemnify ADDLER against all loss or damage which ADDLER may suffer or incur in connection with the Your exercise of the "Authority to Leave" option.

9.7 If there is no one at the delivery address or no one of appropriate age to receive and sign for the receipt of the delivered Goods, and You did not select "Authority to Leave" option when placing your order, the order will not be left at the delivery address. ADDLER's third party delivery contractor or ADDLER's Customer Service team will endeavour to contact You to arrange another delivery and may charge an additional delivery fee. If the Goods have to be returned to ADDLER because they could not be delivered despite a second attempt to do so, then You may be charged a restocking fee.

9.8 If You receive the Goods in a damaged condition then You must notify ADDLER in writing within 2 business days of receiving the Goods. You must also provide to ADDLER photographs of the packaging of the delivery when it arrived and of the individual Goods that were discovered damaged upon receipt .ADDLER will provide an address to which the Goods with its original packaging should be returned. ADDLER upon receipt of the Goods will assess the damage and determine whether the Goods were damaged in transit. If the Goods are deemed to be damaged in transit ADDLER will replace the Goods at no additional cost to You and refund the postage costs of returning the Goods to ADDLER. The process of assessing the damaged Goods may take up to 3 business days from the date of receipt of the Goods by ADDLER.

10.0 Shipment

10.1 Except where prohibited by law, ADDLER will not be liable for any loss or damage to property and/or life arising from the products purchased from ADDLER, whether direct, indirect, special, incidental, or consequential regardless of the legal theory asserted, including warranty, contract, negligence or strict liability.

11.0 Product Use

11.1 All statements, technical information, certification and recommendations contained in product literature are based on tests or experience that ADDLER believes are reliable. However, many factors beyond ADDLER's control can affect the use and performance of a product purchased from ADDLER in a particular application, including conditions under which the product is used and the time and environmental conditions in which the product is expected to perform. Since these factors are uniquely within the Your knowledge and control, it is essential that You evaluate the ADDLER product to determine whether it is fit for a particular purpose other than those already stated by ADDLER, and suitable for Your method of application.

<p>12.0 Returns</p>	<p>14.0 Place of Contract</p>
<p>12.1 Return of Goods (other than in situations where ADDLER is required to accept a return of Goods under the ACL, or when it is claimed that the Goods have been delivered in a damaged condition for which see clause 9.8) must be approved by the employee of ADDLER named in the relevant Sales Invoice. These authorised returns must be freight prepaid and will only be accepted if they are in a saleable condition and (unless otherwise agreed with ADDLER) the Goods are returned within 7 business days of when ADDLER has approved the return.</p> <p>12.1.1. ADDLER reserves the right to charge a restocking fee of \$10 for Goods returned with a value less than or equal to \$100 or 20% of the value for Goods returned if their value is over \$100.</p> <p>12.1.2. ADDLER will not accept the return of Goods specifically purchased, manufactured, machined or cut to size or to Your specifications other than in situations where ADDLER is required to accept a return of such Goods under the ACL. In such situations You must:</p> <p>(a) notify ADDLER by email within 2 business days of receiving delivery of the order.</p> <p>(b) return the Goods at Your own expense (including insurance as appropriate, and compliance with transport regulations for Goods such as ones classified as Dangerous Goods) to the address provided by ADDLER within 7 business days of ADDLER confirming acceptance of the return of the Goods. ADDLER at its own discretion may be able to assist You to organise a return delivery of the Goods.</p> <p>(c) ensure that the Goods are not opened, used, or damaged, and are in 100% re-saleable condition when the ADDLER receives them back.</p> <p>(d) ensure that none of the Goods are returned with writing or stickers on the original packaging. You must put all markings for return postage on the outer postal packaging.</p>	<p>14.1 The Contract of Sale of the Goods is made in the state or territory of Australia from which the document is issued.</p> <p>14.2 The Parties submit all disputes arising between them to the courts of such state or territory</p>
<p>13.0 Clerical Errors</p>	
<p>13.1 Clerical errors in computation, typing or otherwise of price list, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification of Seller shall be subject to correction. By accepting these terms and conditions the Seller is authorized to complete any blanks or any relevant documents on the Customer's behalf.</p>	