

SIEPER & Co. Pty Ltd

TERMS AND CONDITIONS

1 General.

1.1 Sieper & Co. Pty. Ltd. reserves the right to alter prices and specifications without notice.

2 Packing and Handling.

2.1 A packing and handling fee of \$2.50 will be applied to all orders under \$100.00.

3 Delivery.

3.1 With the exception of orders supplied Free Into Store, orders will be consigned via our normal transport company, with freight pre-paid and added to the invoice, unless we receive instructions to the contrary. Such instructions should provide details of your preferred transport company, together with the required method of despatch. Goods forwarded via your nominated transport company will always be freight collect.

3.2 Small consignments will, at our discretion, be despatched via Australia Post, unless we receive specific instructions to the contrary. Such postal charges will be added to the invoice.

4 Payment.

4.1 Sieper & Co. Pty. Ltd's payment terms are nett 30 days, unless other arrangements have been made, in writing.

4.2 Failure to comply with these payment terms may result in cessation of supply, until such time as the account is brought up to date.

4.3 As per the 'Romalpa Clause' stated on our Invoices, the legal and beneficial ownership of invoiced goods, does not transfer to purchaser until full payment has been received by Sieper & Co. Pty. Ltd.. For more information on this, please see Section 9. Propriety Rights (Below).

5 Cancellations.

5.1 Cancellation of stock items will only be accepted in the event that the relevant item or items have not been invoiced or despatched.

5.2 Cancellation of non-stock items will only be accepted in the event that the relevant item or items can be cancelled on our supplier.

6 Returns.

6.1 Goods cannot be returned unless prior agreement has been made and an appropriate Goods Return Number (GRN) has been obtained.

6.2 All goods returned, must be clearly marked with the relevant Goods Return Number (GRN).

6.3 Freight on all goods returned is at the expense of the consignee, unless prior arrangement to the contrary has been made.

6.4 Sieper & Co. will advise, prior to goods being returned, whether or not a restocking fee is applicable. Such restocking fee, where applicable, will be \$15.00 or 15% of invoiced goods value, whichever is the greater.

6.5 Goods will only be accepted for return, if both goods and packaging are in original condition.

SIEPER & Co. Pty Ltd

TERMS AND CONDITIONS

7 **Shortages or Errors.**

7.1 Sieper & Co. Pty. Ltd. must be notified immediately, in the event of delivery shortages or errors.

8 **Guarantee.**

8.1 All Sieper & Co. supplied products are guaranteed against imperfections in material or workmanship at the time of delivery. However, the seller cannot give any guarantee with regard to particular use or application. Claims or indemnification for any consequential damage etc., are therefore excluded.

9 **Propriety Rights.**

9.1 The delivered goods shall remain the property of Sieper & Co. until they have been unconditionally and fully paid for. Goods received conditionally by the customer may be resold in the normal course of business – only if the customer's claims arising from the resale have not been assigned, pledged, attached or otherwise encumbered, or are liable to be offset against counter claims. The customer may not combine goods delivered conditionally with other items to which third parties have rights. Their consumption before payment is inadmissible. The customer is to inform us immediately as to any attachments or confiscations made upon the goods delivered conditionally or as to any other disposition held by third parties.

9.2 In the event of the customer defaulting on payment of goods delivered, the customer irrevocably gives Sieper & Co. Pty. Ltd., its agents and employees, leave and licence to enter the premises controlled or occupied by the customer to inspect, search for and remove any of the goods in which property has not passed to the customer.