
Terms of Trade

1 In these Trading Terms, unless the context otherwise requires:

(a) Supplier means Onsite Safety Australia Pty Ltd (ABN 31137508123) and includes its agents, employees, successors and assigns;

(b) Customer means any person, firm or corporation that has requested the supply of Goods from the Supplier, and includes its employees, agents, successors, administrators and assigns;

(c) Goods mean any item available for sale to the Customer by the Supplier.

2 The Customer shall immediately notify the Supplier in writing of any change in 50% or more of the legal or beneficial interest in the Customer, if a corporation, or any other change in the ownership of the Customer, if unincorporated.

3 All Goods sold by the Supplier are sold and supplied on these Trading Terms as amended from time to time by the Supplier at its discretion.

4 The Supplier may refuse to sell the Goods, whether or not part of a contract has been performed, where the Goods are unavailable for any reason, a non-complying order is received or the Customer has defaulted under the Supplier's Trading Terms.

5 An order for the sale of Goods shall identify the Goods ordered, the quantity required and refer to any quotation pursuant to which the order is made. The Supplier may supply Goods that vary from the Goods ordered by the Customer and the Customer must accept the Goods supplied provided that such variations are not material.

6 The price of all Goods or services provided by the Supplier will include the Goods and Services Tax (GST) at the rate as deemed by the Australian Tax Office (ATO).

7 Unless otherwise agreed by the Supplier, the Supplier shall deliver the Goods to the address nominated by the Customer. Delivery means such time as the Goods are unloaded to the Customer, given over to the Customer's control or as otherwise specified in this clause, whichever occurs the earlier. If the Supplier delivers the Goods then:

(a) the Customer shall pay all freight and other charges associated with the delivery as agreed;

(b) the Customer or its representative shall be present at the agreed place and time for delivery. If not present, the Supplier may unload the Goods at that place and the Supplier will not be responsible for any claims, costs or losses arising from such delivery;

(c) if a delivery date is nominated by the Customer, the Supplier shall take all reasonable steps to achieve delivery on or about that date, however, no promise is given that the Goods will be available on that date. If the Supplier is unable to deliver the Goods on that date, it shall not be liable for any loss (including consequential loss) for failure or delay in delivery. In no case shall the Supplier be liable for any amount payable by the Customer to a third party as a result of a failure or delay in delivery by the Supplier due to any cause whatsoever.

8 The Supplier may in its discretion agree to sell the Goods on credit to the Customer and may withdraw credit facilities in its discretion. The Supplier may require the Customer to require its proprietors, directors or other persons to provide personal guarantees and/or the Customer to grant to the Supplier a fixed and floating charge over all the assets and undertaking of the Customer as a condition of providing, or continuing to provide, credit under these Trading Terms.

9 If the Supplier agrees to sell the Goods on credit to the Customer then the Supplier's standard terms of credit, namely payment strictly within 30 days from the end of month statement, will apply.

10 (a) Notwithstanding delivery, property and legal and beneficial right, title and interest in the Goods shall remain with the Supplier until the later of:

(i) payment in full for the Goods supplied; and

(ii) payment in full of all other monies owing or unpaid by the Customer to the Supplier including monies in respect of all other Goods previously or subsequently supplied to the Customer, whether under this credit facility or any other contract or arrangement.

(b) Until such time as the Supplier has received payment in full for the Goods and until all outstanding debts owed by the Customer to the Supplier, whether under this credit facility or any other contract or arrangement, the Customer shall hold the Goods as bailee for the Supplier and shall store and identify the Goods in a manner which enables the Goods to be clearly identified as Goods belonging to the Supplier.

(c) As agent for the Supplier, the Customer is authorised to sell any Goods supplied by the Supplier to the Customer to third parties prior to the due date for payment for the Goods. If any Goods are so sold, the Customer shall specifically earmark monies resulting from such sale and shall place the monies into a separate account to be held on trust for the Supplier until such time as payment for those Goods is made to the Supplier. The Customer shall not represent to third parties that it is selling the Goods as agent for the Supplier.

(d) If the Customer fails to pay the Supplier for Goods supplied by the due date for payment for the Goods, the Customer agrees to deliver up the Goods to the Supplier upon demand by the Supplier, and consents to the Supplier retaking possession of the Goods and, for this purpose, the Customer authorises the Supplier, without notice, to enter upon the Customer's premises in which such Goods are stored to collect the Goods.

(e) If the Customer alters any Goods, then the Supplier's rights in respect of the Goods as set out in this clause 10 shall apply to the altered Goods provided that if any altered Goods are sold to third parties, the Customer shall specifically earmark a reasonable proportion of such monies (acting reasonably, having regard to the nature and extent of the alterations) resulting from such sale and shall place the monies into a separate account to be held on trust for the Supplier until such time as payment for the Goods is made to the Supplier.

(f) If the Customer commits an act of bankruptcy or, where the Customer is a company, has a receiver, administrator or liquidator appointed to it or goes into any other form of insolvency administration, the Supplier shall be entitled to immediate possession of all the Goods supplied by it to the Customer remaining at that time in the possession of the Customer and is authorised to enter upon the Customer's premises to collect such Goods but without prejudice to any other rights of the Supplier.

(g) If the Supplier retakes possession of any of the Goods pursuant to clause 10(d), (e) or (f), the Supplier shall have the right to sell the Goods to any other party.

(h) The Supplier and Customer acknowledge that no charge or mortgage is intended to be created over the Goods supplied by the Supplier to the Customer by reason of this clause.

11 Risk in the Goods supplied shall pass to the Customer immediately on delivery. The Customer should insure the Goods thereafter against any such risks as the Customer thinks appropriate.

12 (a) The Customer shall inspect the Goods immediately upon delivery, and carry out any test that a prudent purchaser would carry out.

(b) The Customer shall give written notice to the Supplier of any alleged or irregularity in quantity and description or any faults or defects within 7 days from delivery.

(c) If no notice is given by the Customer to the Supplier within the 7 day period, the Customer shall be deemed to have accepted the Goods and the Customer shall lose any right to reject the Goods or claim any remedy whatsoever (including damages) against the Supplier.

13 All claims for credit for damaged, defective or short delivered Goods or for Goods to be returned must be notified to the Supplier immediately. The Company will not accept claims that are not notified within 7 days of delivery. The Goods must be returned, at the cost of the Customer, to the Supplier's site from where they were purchased. Goods returned for credit and accepted by the Supplier will be subject to handling charges of an amount equal to 10% of the credit claimed. If Goods are not returned after 14 days of notification of the claim to the Supplier, the Customer shall not be entitled to any credit. Unless otherwise agreed, no request for credit will be approved until a representative of the Supplier has inspected the Goods on which credit is claimed. Until inspection, the Customer is responsible for maintaining proper care of the Goods in question. The Supplier will not accept claims for credit for:

(a) damaged or defective Goods or Goods returned where the Customer has not maintained proper care of the delivered Goods;

(b) where the damage or defect was caused or contributed to by the negligent act or omission of the Customer, its employees, agents or invitees;

(c) Goods produced or manufactured on the Customer's instruction;

(d) non-returnable Goods ordered specifically for the Customer;

(e) Goods altered by the Customer; and

(f) partly used Goods.

14 Any credits not taken up within 12 months will be extinguished and will be reversed on the Customer's account.

15 Unless liability cannot be limited or excluded by law, any liability of the Supplier with respect to the Goods shall arise only under these Trading Terms and shall be limited, at the Supplier's election, to the replacement of the Goods, the payment of the cost of replacing the Goods or acquiring equivalent Goods. Notwithstanding any other clause, a Customer shall not be entitled to make any claim on the Supplier if any amounts are outstanding from the Customer to the Supplier.

16 The Customer and, where the Customer is unincorporated, each proprietor of the Customer, hereby charges in favour of the Supplier with payment of all moneys and compliance with all obligations owed by the Customer to the Supplier all legal and beneficial interests (freehold and leasehold) in land held now or in the future by the proprietor and the Supplier may at any time register a caveat over the Customer's or, where applicable, its proprietor's interests in land. The Customer and, where applicable, each proprietor agrees that if demand is made upon it, him or her by the Supplier, the Customer or, where applicable, that proprietor will immediately execute a mortgage, as required by the Supplier to secure the Customer's obligations pursuant to this clause. If he, she or it fails to execute a mortgage within a reasonable time of being so requested, the Customer or, where applicable, that proprietor, irrevocably and by way of security appoints any officeholder or solicitor engaged by the Supplier to be its, his or her true and lawful attorney to execute and register such mortgage.

17 Certificates attesting to the compliance of Goods ordered by the Customer with relevant Australian Standards ("Test Certificates") will only be supplied by the Supplier if requested at the time of ordering by the Customer. Test Certificates issued by the Supplier are valid only in respect of Goods in the condition in which the Goods leave the Supplier's premises.

18 No waiver of a term of these Trading Terms shall be construed as a continuing waiver of the Trading Terms.

19 Any overdue amounts will be charged at a rate of 6% per annum, calculated on a daily basis from original date of invoice until payment.

20 The laws of the State of New South Wales and, where applicable, the laws of the Commonwealth of Australia, shall govern these Trading Terms and any contract between the Supplier and the Customer.

In making this application, I/we warrant that all information provided by the Customer on this application is true and correct. The Customer agrees to abide by the standard Trading Terms including payment terms of strictly 30 days nett from the end of month statement and acknowledges that Goods supplied by Onsite Safety Australia Pty Ltd remain the property of Onsite Safety Australia Pty Ltd until payment in full for Goods has been received in clear funds. Any expenses, costs or disbursements incurred by Onsite Safety Australia Pty Ltd in recovering any outstanding monies, including debt collection agency fees and solicitors costs plus out of pocket expenses, shall be paid by the Customer on demand.

Name of person authorised to sign: _____

Signature: _____
behalf of the customer

SIGN HERE For and on

Powered by 