DEFINITIONS
In this agreement, unless the context or subject matter otherwise require: “Seller” shall mean [ACN 106 900 038/ ABN 70 832 442 568] and its successors and assigns. 
“Buyer” shall mean the business or person named in the invoice or any other order form or quotation sent by the Seller to the Buyer. 
“Goods” means all services supplied by the Seller to the Buyer and includes all invoices and quotations for the supply of Goods or Services to the Buyer. 
“Price” shall mean the cost of the Goods as agreed between the Seller and the Buyer at the Terms of Trade. 

OPERATIVE PROVISIONS
2. Goods / Services
2.1 Goods / Services shall be as described on the invoice, quotation, work authorisation, sales order or any other work commitment form that is accepted by the Seller to the Buyer.
2.2 Payment and Price
2.2.1 The Seller’s sole discretion.
(a) The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods or Services provided.
(b) The Price shall be the Seller’s current price at the date of delivery of the Goods to, or as directed by, the Buyer, at any time up to seven (7) days before delivery increase the Price of the Goods to reflect any increase in cost to the Seller beyond the description or quote. The Seller reserves the right to charge a reinspection fee of at least $1000.00. 
2.2.2 At the sole discretion of the Seller a deposit from the Buyer may be required.
2.2.3 Time for payment for the Goods shall be the date and time as stated on the invoice, quotation or any other order forms. 
2.2.4 If payment is not made in full by cash, cheque, or by bank cheque, or by credit card, the balance of the Price shall be due on delivery of the Goods. 
2.2.5 The Seller reserves the right to charge interest at the Bank Rate plus an additional 6% per annum or such other finance charge. 
2.2.6 Where the Buyer’s account is overdue, the Seller may charge any late payment interest at the rate of current Bank Rate plus 6% per annum. 
2.2.7 The Buyer acknowledges that the Goods are sold subject to a conditional sale contract in accordance with the Seller’s delivery / payment schedule. 

DELIVERY / GOODS / SERVICE
3.1 Goods shall be delivered to the Buyer’s nominated address. The Buyer may make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery to the Buyer, for the purpose of transmission to the Buyer is deemed to be delivery of the Goods. 
3.2 Delivery of the Goods to a carrier, either named by the Buyer or failing they are named by the Seller, for the purpose of transmission to the Buyer is deemed to be delivery of the Goods. 
3.3 The cost of carriage and any insurance which the Buyer reasonably decides to have the Goods insured with [name of insurer] will be charged to the Buyer (without any set off of whatsoever kind) and shall be due and payable to the Seller on the date for delivery of the Goods. The carrier shall be deemed to be the Buyer’s agent. 
3.4 Where no agreement is made that the Seller shall supply the Goods, delivery to the Buyer shall be at the Seller’s discretion on the relevant date. 
3.5 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery of the Goods for the purposes of this agreement. 
3.6 Where the Buyer has nominated a carrier to deliver the Goods, the Buyer will not release the Goods to any carrier unless that carrier is the carrier nominated by the Buyer. 
3.7 All risks of loss or damage whatsoever due to the failure by the seller to deliver the Goods (or any of them) or promptly at all.

RISK
4.1 If the Seller retains property in the Goods notwithstanding all the risk for the Goods has passed to the Buyer, the Seller reserves the right to claim payment in full for the Goods or Services supplied by the Seller to the Buyer, the Buyer will be deemed to be in breach of contract and the Buyer will be required, in addition to any other payment to be made, to indemnify the Seller for all losses and damages suffered by the Seller.

NO RELIEF
5.1 The Buyer acknowledges that no further or other term arises between the Seller and the Buyer by way of collateral or otherwise by or in connection with any agreement entered into or transaction or matter embodied in or arising from the Goods or Services supplied by the Seller to the Buyer.

DEFECTS/RETURN
6.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery give written notice to the Seller of any alleged defect, shortage or damage, and failure to comply with the description or quantity. The Buyer shall not be entitled to reject or set aside the Goods solely on account of alleged defects or shortage or damage, unless the Seller is notified in writing of such defects or shortage or damage within a reasonable time after delivery. In any event, the Seller shall not be liable for any loss or damage which results from the Buyer’s failure to inspect the Goods. 
6.2 The Seller reserves the right to charge a re-inspection fee of up to $1000.00 for the re-inspection of the Goods or Services supplied by the Buyer. 

The Australian Consumer Law
7.1 Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), the Seller does not give any express or implied warranties and makes no representation as to the quality, fitness or otherwise, of the Goods or Services supplied to the Buyer. 
7.2 The Buyer should and may rely upon the Buyer’s own assessments and inspections to verify the accuracy of the information provided by the Buyer. 

3.7.2.1 If the Goods are defective, the Buyer shall, within seven (7) days of delivery, notify the Seller in writing of the defect. 
3.7.2.2 Upon return of the Goods to the Seller, the Buyer shall be entitled to a full refund of the price paid for the Goods or to such other remedy as is agreed by the Seller and the Buyer.