

Terms and Conditions of Sale

1 Interpretation

In these conditions, unless the contrary intention appears:

contract means any contract or agreement whatsoever made by JP Pallets to supply any goods or services to the customer, whether resulting from the acceptance by JP Pallets of an order given by the customer verbally, written or otherwise;

contract price means the total of the prices specified for the Supply by JP Pallets to the customer;

JP Pallets means Tracey Wilson t/as JP Pallets Pty Ltd (ABN 12063113130) of 24 Tichborne Street, Cockburn Central, Western Australia;

Customer means the customer of JP Pallets who buys goods or to whom JP Pallets supplies any services;

Goods mean any or, all of the products the subject of Supply by JP Pallets to a customer;

GST means a tax payable on a Supply;

Order means any offer to purchase the goods from JP Pallets made by a customer;

Price means, in relation to any goods, the price of those goods;

Services means any or all of the services (if any) the subject of Supply by JP Pallets to a customer;

Supply means the supply of any goods, services or other things the subject of any contract; and

Tax means sales tax, GST, value added tax, retail tax or any other tax or duty that may be imposed on or in relation to any Supply.

2 Conditions

These conditions:

(a) will form part of any contract;

(b) will apply to any Supply by JP Pallets, whether in accordance with any order, contract, or otherwise; and

(c) may be varied only by writing signed by an authorised officer of JP Pallets.

3 Terms of Payment

Time for payment of the price for any Supply is of the essence in any contract, if JP Pallets:

(a) accepts an order, and JP Pallets has not agreed in writing to extend credit to the customer, the customer must pay the contract price to JP Pallets in full on the delivery of the goods or services; or

(b) has agreed in writing to extend credit to the customer, the customer must pay the contract price to JP Pallets in full prior to the end of the month following the date of the invoices sent by JP Pallets in relation to that supply.

(c) if payment is not received by the due date shown on the invoice the account will accrue a further 10% interest* for each week the invoice/s remain unpaid.
*of the amount of the invoice

(d) special orders for steel cages requires a 20% deposit, if order is cancelled for any reason the customer will be required to pay for any cages that are complete and deposit will be non-refundable

4 Delivery and Costs

JP Pallets may, but is not obliged to, deliver the goods to the customer's premises, in accordance with JP Pallet's usual practices, but if:

(a) the customer requests another method of delivery; or

(b) JP Pallets elects to use an independent courier to deliver the goods, JP Pallets may arrange another form of transport with that independent courier by a separate contract, and the customer must pay to JP Pallets on demand any costs of that courier incurred by JP Pallets.

5 Titles and Property

The title to, and property in the goods will not pass from JP Pallets to the customer until the customer has paid the contract price in full (other than the costs of any independent courier referred to in clause 4) to JP Pallets in accordance with these conditions. Until then, the customer must possess the goods as a trustee, and must not resell or transfer possession of the goods.

If the customer:

(a) fails to pay the contract price in full when due;

(b) pays for the goods by cheque (in whole or in part) and that cheque is not met on presentation;

(c) commits any act of bankruptcy, becomes bankrupt, or is insolvent under administration, as defined in section 9 of the Corporations Law;

(d) is or becomes insolvent within that meaning as given by any of section 9, subsection 95A(2) or section 922 of the Corporations Law; or

(e) has a controller appointed, as defined in section 9 of the Corporations Law, in respect of any of the customer's property;

JP Pallets may

(1) enter onto the premises where the goods are situated; and

(2) repossess the goods, notwithstanding that the goods may have been affixed to any structure by JP Pallets or the customer, and if necessary for that purpose; may sever the goods from any structure to which they may have been affixed.

The customer must also indemnify and keep JP Pallets indemnified against, and pay to JP Pallets, all expenses, losses and damages incurred or sustained by JP Pallets as a result of, or in relation, to JP Pallets exercising its rights under:

(a) this clause;

(b) under any other term, express or implied, of these conditions; or

(c) otherwise a law or in equity,

and any bank or other costs, charges or expenses incurred by JP Pallets resulting from any customer's cheque not being met on presentation.

6 Returns Policy

Subject to the requirements of any law, JP Pallets:

(a) may consider, but is not obliged to allow, goods to be returned for credit, if:

(1) the goods are returned in good and resalable condition, as original supply;

(2) the customer first pays all freight and other charges to deliver the goods to JP Pallets premises and JP Pallets will not accept any goods sent, or pay for, "freight forward"; and

(3) the customer first supplies to JP Pallets the original invoice number and date of supply.

(b) may, in its sole discretion, allow the following credits for goods returned:

(1) for goods returned within 30 days of the invoice- 50% credit subject to JP Pallets authorisation;

(2) for goods returned after 30 days – no credit (unless JP Pallets agrees otherwise, in its sole discretion).

(c) will not allow credits for:

(1) any goods:

- specifically cut to length;
- specifically made, treated or purchased for the customer;
- damaged or altered in any way by the customer; or
- being electrical or non-stock lines; or

(2) any freight and delivery fees.

If JP Pallets accepts any goods returned for credit;

(a) JP Pallets may issue a credit note after it has inspected the goods and found them satisfactory, in its sole discretion; and

(b) if JP Pallets decides not to issue a credit note, JP Pallets will:

(1) so inform the customer; and

(2) make the goods made available at JP Pallets premises for the customer to collect.

7 Shortages

The customer must report all shortages of goods from the quantities described in the invoice within 24 hours of delivery of the goods otherwise the customer may not make any claim against JP Pallets for any such shortages.

8 Consequential Losses

The customer's sole remedy for any defective goods or services will be the repair or replacement of the defective goods for the re-supply of the defective services.

JP Pallets liability for any breach of any warranty or of any term, express or implied, of any contract in relation to any Supply, will not extend in any circumstances to loss

or profits, or other economic loss, or to loss arising from negligence or any other tort, in any case, whether direct, indirect, special, consequential or otherwise.

9 Insurance

Notwithstanding clauses 4 and 5, the goods will be at the customer's risk after they leave JP Pallets premises.

If the customer requests in writing, JP Pallets may, at the customer's expense, insure the goods.

10 Taxes

Unless otherwise expressly agreed by, or shown on an invoice issued by, JP Pallets, the prices specified do not include Taxes. The customer must bear and pay all such Taxes.

If GST becomes payable on Supply from 1 July 2000, JP Pallets may recover from the customer of any GST in relation to that Supply in addition to, and at the same time and in the same manner as, any amount that the customer is obliged to pay for that Supply.

11 Limitation of Liability

Except as otherwise expressly provided in these conditions, and subject to the succeeding paragraphs, JP Pallets excludes all statements, representations, warranties, conditions, promises, undertaking, covenants and other provisions, express or implied (and whether implied by law (including Act of Parliament) or otherwise), relating to the order, the goods or services (whether as to their quality, fitness for any purpose, correspondence with any description or sample or otherwise), or their delivery, being provision that might otherwise form part of these conditions, or any contract, or be collateral to or form part of any agreement that is collateral to these conditions, or any contract.

Subject to the next paragraph, JP Pallets will not be liable to compensate or indemnify the customer for any loss or damage suffered or incurred by the customer in relation to the order, the goods, or the services or their delivery, mis-delivery or non-delivery (including but not limited to any loss of profits or other economic loss or to loss arising from the negligence or any other tort, in any case, whether direct, indirect, consequential or otherwise).

These conditions do not, and no provision of these conditions purports to, exclude, restrict or modify or have the effect of excluding, restricting or modifying:

(a) the application in relation to the supply of the goods or services of any provision of the Trade Practices Act 1974 or of any similar State or Federal legislation that may not be excluded, restricted or modified;

(b) the exercise of a right conferred by such provision; or

(c) subject to the next paragraph, any liability of JP Pallets for breach of a condition or warranty implied by such a provision JP Pallets liability for a breach of a condition or warranty implied by a provision of division 2 of Part V of the Trade Practices Act 1974, or of any similar State or Federal legislation where JP Pallets may similarly limit its liability, will be limited to any one of the following:

(a) in the case of goods:

(1) the replacement of the relevant goods or the supply of equivalent goods;

(2) the repair of the relevant goods;

(3) the payment of the cost of having the relevant goods, or of acquiring equivalent goods; or

(4) the payment of the cost of having the relevant goods repaired; and

(b) in the case of services:

(1) the supply of the services again; or

(2) the payment of the cost of having the relevant services supplied again, and JP Pallets may in its sole discretion determine which of the foregoing limits will apply in any case.

12 Governing Law

Any Supply by JP Pallets to the customer, and these conditions, will be governed by the laws of or applicable in place where the goods are delivered or the services are supplied to the customer.