Terms and Conditions of Sale

Wilson Industries (WA) Pty Ltd trading as JP Pallets
ABN 83 156 534 253 | 15 Timberyard Way, Bibra Lake WA 6163
Telephone: 08 9434 2282 | Email: accounts@jppallets.com.au

1 Application of these terms

These terms apply to goods and services supplied by Wilson Industries (WA) Pty Ltd trading as JP Pallets (we, us or JP Pallets) to the customer (you). Goods include pallets, cages, bins, timber products and other products we supply. Services include any related services we agree to provide.

We will provide these terms with a quotation, credit application or order confirmation, or otherwise bring them to your attention before the contract is made. An order placed by phone, email or another method is subject to these terms when they have been agreed or otherwise properly incorporated into the contract.

A specific term in a quotation or order confirmation that both parties agree to in writing takes precedence over an inconsistent general term in this document for that order. Your purchase order terms apply only if we expressly agree to them in writing.

2 Quotes, orders and prices

A quotation describes the goods or services, price and any specific conditions for the order. A quotation is valid for the period stated on it. An order becomes a contract when JP Pallets accepts it. Changes to an accepted order require agreement between both parties.

Prices exclude GST and delivery unless the quote, invoice or applicable law says otherwise. Where GST is payable, it will be shown on the tax invoice. Delivery and other agreed charges will be identified in the quote or order confirmation. If applicable law requires a GST-inclusive price to be displayed, we will do so.

3 Payment and credit accounts

Unless we agree otherwise in writing, customers without an approved credit account must pay in full on placing and order and before receipt of goods. Payment may be made by EFT, PayID or another method offered by JP Pallets.

For an approved credit account, payment is due 30 days from delivery of the goods or completion of the services, unless a different payment arrangement has been agreed in writing. The due date will be shown on the invoice. Credit approval and any credit limit are at JP Pallets' discretion.

If payment is overdue, we may charge simple interest at 10% per annum, calculated daily on the outstanding overdue balance until it is paid. Interest is not charged on interest. We will consider any genuine dispute about an invoice promptly.

If an amount remains overdue, we may, after giving written notice and a reasonable opportunity to pay, suspend further supply or withdraw credit, unless a shorter period is reasonably necessary and permitted by law. We may recover reasonable debt recovery costs actually incurred, to the extent legally recoverable.

4 Special orders, deposits and cancellation

A 20% deposit is required for special orders for steel cages, unless a different amount is agreed in writing. Deposits or staged payments for other custom, bulk or imported orders will be as stated in the accepted quotation. A deposit is credited against the order price.

Please request any cancellation in writing. If you cancel a special order for a reason other than a failure by JP Pallets or a right to cancel under law, we may charge reasonable costs arising from the cancellation. These may include completed work, work in progress, materials purchased specifically for the order and supplier commitments that cannot reasonably be cancelled or recovered.

We will take reasonable steps to reduce or recover those costs. Any deposit already paid will be credited against the amount properly owing, and amounts will not be charged twice. Any remaining deposit will be refunded. This clause does not limit a right to cancel or obtain a refund under applicable law.

5 Delivery and collection

The agreed delivery or collection arrangements and charges will be stated in the quotation or order confirmation. Delivery dates are estimates unless we expressly agree otherwise. We will advise you as soon as reasonably practicable if we become aware of a significant delay. Nothing in this clause removes any rights you have under applicable law.

You must provide accurate delivery details and, where agreed, safe access and suitable unloading arrangements. If delivery cannot be completed because those requirements were not met, we may charge the reasonable additional costs actually incurred, provided the failure was not caused by JP Pallets. We will advise you of any redelivery charge before rearranging delivery.

If you collect goods or appoint your own carrier, risk of loss or damage passes to you when the goods are collected. If JP Pallets arranges delivery, risk passes when the goods are delivered to the agreed address and made available for unloading, unless the parties agree otherwise in writing. Risk and ownership are separate; clause 10 deals with ownership.

6 Inspection, shortages and delivery damage

Please check the quantity and apparent condition of goods on delivery or collection and tell us about any shortage, incorrect item or visible damage as soon as reasonably possible. Providing the invoice or delivery docket number, details and photographs where available will help us investigate.

A delivery docket is evidence of delivery, but signing it does not prevent you from raising a later claim. A delay in notifying us does not automatically remove any right or remedy that cannot lawfully be excluded.

7 Product specifications and safe use

Please tell us before ordering about any intended use or requirement that is important to you, including dimensions, load, load distribution, forklift handling, racking, stacking, transport, export treatment or certification. Any specification, treatment, capacity or other requirement we agree to supply should be recorded in the quotation or order confirmation.

Load ratings or guidelines we provide apply to the stated product and conditions of use. Capacity can vary with product condition, loading, handling and support. Inspect goods before use, do not use damaged goods, and follow the applicable instructions and any agreed specifications. These responsibilities do not limit JP Pallets' obligations under the contract or applicable law.

Second-hand goods are supplied in their described condition, taking account of their age and previous use. Any applicable consumer guarantees continue to apply.

8 Faulty goods and consumer rights

Our goods and services come with guarantees under the Australian Consumer Law where that law applies. These terms do not exclude, restrict or modify any right or remedy that cannot lawfully be excluded, restricted or modified.

If you believe goods are faulty, unsafe, not as described or otherwise do not meet an agreed requirement, contact us promptly with details and reasonable proof of purchase. We may need a reasonable opportunity to inspect the goods and assess the issue. We will provide the remedy required by the law and the contract, which may include repair, replacement, refund or compensation, as applicable.

Where the law requires JP Pallets to pay reasonable return costs or arrange collection, we will do so. A request to notify us promptly, our assessment process or the change-of-mind policy below does not limit your legal rights.

9 Change-of-mind returns

This clause applies only when goods are not faulty and the customer wishes to return them for a change of mind. It does not apply to, or limit, a claim for faulty, unsafe, incorrectly supplied or misdescribed goods or any applicable legal right.

We may approve a change-of-mind return of standard stock received back by us within 30 days of the invoice date. Goods must be in their original, unused and resalable condition. Please contact us for approval before returning goods and provide the invoice number or other reasonable proof of purchase.

If we approve a qualifying return, we will confirm the agreed credit amount in writing before you return the goods and inspect them before issuing a credit note. You are responsible for the return freight and original delivery charges for a change-of-mind return.

Goods specially cut, made, treated or purchased for you, non-stock items, and goods that have been used, damaged or altered after delivery are not eligible for a change-of-mind return unless we agree otherwise in writing. We are not required to accept a change-of-mind return after 30 days, but may do so by agreement.

10 Ownership and security interest

Ownership of the particular goods supplied remains with JP Pallets until the price of those goods is paid in full. This does not change when risk passes under clause 5. Until ownership passes, you must take reasonable care of the goods and keep them identifiable as our goods where practicable.

Unless we notify you otherwise following a payment default, you may use or transfer the goods in the ordinary course of your business. Any rights JP Pallets may have in goods transferred or in the proceeds of their sale apply only to the extent permitted by law.

To secure payment of the price of the unpaid goods, you grant JP Pallets a security interest in those goods and any identifiable proceeds of their sale, to the extent permitted by the Personal Property Securities Act 2009 (Cth) (PPSA). Where entitled, JP Pallets may register that interest on the Personal Property Securities Register. You agree to provide information reasonably required for a valid registration.

If payment is not made, we may exercise any recovery rights available under the PPSA and other applicable law. Entry to premises or repossession will occur only with the necessary consent or other lawful authority.

11 Liability

Nothing in these terms excludes or limits a liability, guarantee, right or remedy to the extent that it cannot lawfully be excluded or limited, including any applicable right to compensation for loss.

Where goods or services are not of a kind ordinarily acquired for personal, domestic or household use, and only to the extent permitted by law, JP Pallets may limit its liability for a failure to comply with an applicable consumer guarantee to one of the following, at its option: for goods, repair, replacement, supply of equivalent goods, or payment of the cost of repair or replacement; for services, resupply of the services or payment of the cost of resupply. This limitation applies only where reliance on it is fair and reasonable and where the relevant guarantee may lawfully be limited.

12 General

These terms are governed by the laws of Western Australia, subject to any mandatory law that applies. If a provision is unenforceable, the remaining provisions continue to apply to the extent permitted by law.

For order, delivery or product enquiries, contact JP Pallets on 08 9434 2282 or at accounts@jppallets.com.au.