



**BLAIR SIGNS
& SAFETY**



70 Connors Road, Paget · PO Box 5708, Mackay Mail Centre Qld 4741
P: 1300 667 410 · F: 07 4951 4585 · E: signs@blairsigns.com.au

TERMS AND CONDITIONS OF SALE

Digimax Printing Pty Ltd T/A Blair Signs & Safety

ABN: 47 111 335 696

As at 30th November 2014

Goods supplied by Digimax Printing Pty Ltd A.C.N. 111 335 696 trading as Blair Signs & Safety (the Supplier) of 1/70 Connors Rd, Paget Qld 4740 are supplied upon the following terms and conditions.

1. ORDERS

- 1.1 Please choose carefully as refunds are not normally provided where you have simply changed your mind, made a wrong selection or simply found the item cheaper elsewhere. We recommend you carefully preview any proposed Orders before adding them to your shopping cart and proceeding with your Order.
- 1.2 Orders placed by the Customer are considered valid whether they are made in writing, verbally (including phone orders), or via the Supplier's website at www.blairsigns.com.au
- 1.3 The Supplier will not be bound by an order until it is accepted by the Supplier in writing, verbally or through the delivery of the product to the Customer.
- 1.4 Any written quotation shall expire thirty (30) days after it was given to the Customer.
- 1.5 No variation of these Terms and Conditions shall be binding upon the Supplier, unless that variation is in writing and signed by the Supplier's duly authorised officer or representative.

2. PRICE AND PRODUCTS

- 2.1 All prices for goods or services published or quoted by the Supplier are in Australian dollars (AUD) exclusive of GST and are subject to alteration upon the provision of reasonable notice.
- 2.2 The price quoted for the order is subject to change or withdrawal by the Supplier at any time prior to acceptance of the order.
- 2.3 All Federal, State or Local taxes, duties or levies, including where applicable Goods and Services Tax (GST), shall be payable by the Customer, without deduction or set off.
- 2.4 The Supplier may substitute a product brand or style where the substituted product is of identical or substantially similar quality and design. All dimensions are nominal only.
- 2.5 The price of the goods is quoted ex warehouse and the Customer is responsible to pay the cost of delivery, freight and insurance unless otherwise arranged with the Supplier in writing.



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3. PAYMENT

- 3.1 Payment terms are strictly cash with order unless credit has been approved by the Supplier prior to the order being accepted.
- 3.2 If credit is satisfactorily established terms are strictly net 30 days from the end of the month during which the invoice was issued, unless otherwise agreed to by the Supplier in writing.
- 3.3 Without prejudice to any other rights of the Supplier, the Customer may be charged interest on any payment not paid within the payment terms as stipulated on the tax invoice(s) at the rate of ten percent (10%) per annum.
- 3.4 In the event of the Customer being in default of the obligation to pay and the overdue account is then referred to a debt collection and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred percent (100%) recovery.
- 3.5 In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on an indemnity basis.

4. DELIVERY

- 4.1 Whilst the Supplier will use all reasonable efforts to deliver the goods by the estimated delivery date, the Supplier does not warrant or guarantee that delivery will be made on that date and shall not be liable for any loss (including consequential loss) or damages resulting from delayed delivery.
- 4.2 Delivery of the goods shall be deemed to take place when the Customer takes possession of the goods (whether actual or constructive), or the goods are delivered to the Customer at the nominated delivery address or its nominated agent or carrier.
- 4.3 Risk in the goods passes to the Customer at the time of delivery.
- 4.4 Where the Supplier has agreed to arrange delivery of the goods to the Customer, the Supplier reserves the right to use the carrier of its choice.

5. RETURNS

- 5.1 Returns are accepted on all standard stock items within thirty (30) days from the date of purchase provided that they are returned in their original condition and packaging. Custom made products and special order-in items cannot be returned for credit.
- 5.2 The Supplier will not pay transport costs for return of goods if the return is due to a change of mind or products being incorrectly ordered by the Customer.
- 5.3 The Customer shall be required to notify the Supplier within seven (7) days from the date of delivery of any supply shortage or delivery discrepancy in the order. If the Supplier is not notified within this period, the Supplier may choose to ignore the claim.



6. WARRANTIES

- 6.1 The Supplier warrants that the Customer's rights and remedies in this Agreement arising from a warranty against defects are in addition to other rights and remedies under any applicable law in relation to the goods to which the warranty relates.
- 6.2 The Supplier does not purport to restrict, modify or exclude any liability that cannot be excluded under the Australian Consumer Law.
- 6.3 The Customer warrants that it will use its best endeavours to report any defect in any goods supplied within fourteen (14) from the date that the defect became apparent (time being of the essence).
- 6.4 The Supplier warrants: *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods are not of acceptable quality and the failure does not amount to a major failure.*
- 6.5 If the Goods constitute a major failure under the Australian Consumer Law, the Customer is entitled to reject the faulty Goods and obtain a refund; reject the faulty Goods and exchange for an identical replacement (if available) or for Goods of the type and value; or keep the Goods and obtain compensation from the Supplier for the reduction in value caused by the major failure.
- 6.6 If the Goods constitute a minor failure under the Australian Consumer Law the Customer is entitled to: a refund of the cost of the Goods; exchange the goods for an identical replacement (if available) or goods of similar type and value; or have the Goods repaired within a reasonable time.
- 6.7 Claims made under Warranty: All claims must be made in writing and must be accompanied by a proof of purchase. The Customer may submit the claim to the Supplier via one of the following methods: in writing to the Supplier's postal address, via email to safety@blairsigns.com.au, or via facsimile to the Supplier's facsimile number.
- 6.8 Where a claim is made, the Goods that are to be returned should remain in the state and condition in which they were delivered until such time as the Supplier or its nominated agent has inspected the Goods. Such inspection is to be carried out within a reasonable time.
- 6.9 The Customer shall bear the costs of returning the Goods to the Supplier within a reasonable time.



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7. LIABILITY

- 7.1 Goods manufactured by us based on specifications and instructions provided by the Customer are not guaranteed to achieve any particular standard unless guaranteed within specified margins by the Supplier in writing at the time of acceptance of the order.
- 7.2 The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the goods in any way and shall indemnify in full the Supplier, its servants and/or agents in relation to all such claims.
- 7.3 The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 7.4 **Force majeure:** If the Supplier's ability to perform its obligations is adversely affected by any cause beyond the Supplier's control, the Supplier may terminate the agreement by giving the Customer verbal or written notice. The situations contemplated include but are not limited to: strikes, lockouts, accidents or breakdowns, acts of God, directions or rulings from municipal, public or statutory authorities, unavailability of suitable parts or materials.
- 7.5 The Supplier shall not be liable for, and the Customer releases the Supplier from, any physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of: the Customer's failure to comply with any laws, rules, standards or regulations applicable in relation to the Goods and Services; or any other negligence or other breach of duty by the Customer.
- 7.6 Except as provided in these terms and conditions and to the maximum extent permitted by law, all express and implied warranties, guarantees and conditions under statute or general law as to merchantable quality, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly installation, materials or workmanship or otherwise are expressly excluded.

8. RETENTION OF TITLE

- 8.1 While the risk in Goods shall pass on delivery and/or supply (including all risks associated with unloading), legal and equitable title in the Goods shall remain with the Supplier until full payment of all Goods supplied by the Supplier to the Customer is made. Prior to the Supplier receiving payment the Customer shall hold the Goods as Bailee for the Supplier and shall return the Goods to the Supplier if so requested and agrees to hold the Goods at the Customer's own risk and is liable to compensate the Supplier for all loss or damage sustained to the Goods whilst they are in the Customer's possession.



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9. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) ("PPSA")

- 9.1 The Customer acknowledges that these Terms and Conditions will constitute a Security Agreement which creates a security interest in favour of the Supplier over all present and after acquired Goods and/or Services supplied by the Supplier to the Customer to secure the payment of the Price or any other amount owing under this agreement from time to time including future advances.
- 9.2 The Customer acknowledges that by accepting these Terms and Conditions and by virtue of the retention of title clause as provided for in Clause 8, the security interest is a purchase money security interest ("PMSI") as defined under Section 14 of the PPSA for all present, after acquired Goods and/or Services including any Commingled Goods.
- 9.3 The security interest will continue to apply as an interest in the Collateral for the purposes of PPSA with priority over registered or unregistered security interest.
- 9.4 The Supplier may register the security interest as PMSI on the Personal Property Securities Register ("PPSR") under the PPSA without providing further notice to the Customer.
- 9.5 The Customer agrees the Supplier is not required to disclose information pertaining to the Supplier's security interest to an interest party unless required to do pursuant to PPSA or under the general law.
- 9.6 The Customer agrees and undertakes:
- (a) To sign any documents and/or provide further information reasonably required by the Supplier to register Financing Statement or Financing Change Statement on the PPSR;
 - (b) To indemnify the Supplier for all expenses and/or costs incurred by the Supplier in registering a Financing Statement or Financing Change Statement on PPSR including the costs of amending, maintaining, releasing and enforcing any security interests in the Goods;
 - (c) Not to register and/or make a demand to alter a Financing Statement in the Collateral without prior written consent of the Supplier;
 - (d) To provide the Supplier with 7 days written notice of any change or proposed change to the Customer's business name, address, contact details or other changes in the Customer's details registered on the PPSR;
 - (e) To waive any rights of enforcement under Section 115 of the PPSA for Collateral not used predominantly for personal, domestic or household purposes;
 - (f) To waive any rights to receive Verification Statement in respect of any Financial Statement or Financing Charge Statement under Section 157 of the PPSA.



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10. TERMINATION

10.1 The Supplier may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods at any time before the Goods are delivered provided by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the price. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.

10.2 Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.

10.3 In the event of cancellation (by words or conduct), the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

11. GENERAL

11.1 This Agreement is deemed to be made in the State of Queensland and all disputes hereunder shall be determined by an appropriate Court in that State.

11.2 This Agreement can only be amended in writing signed by each of the parties.

11.3 All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.

11.4 The sale of Goods does not have the effect of vesting in the Customer any right to any of the Seller's intellectual property rights in the Goods, including without limitation the Seller's trading name, Registered and unregistered trade marks, copyright in Goods, designs and patents, the ownership of which will remain with the Seller at all times.

DEFINITIONS

"Customer" means the person to or for whom the Goods are to be supplied by Seller.

"Goods" means the goods sold to the Customer by Seller and includes any services provided by Seller to Customer.

"Purchase Price" means the list price for the Goods as charged by Seller at the date of delivery (excluding any delivery costs) or such other price as may be agreed by Seller and the Customer prior to delivery of the Goods.

"Seller" means Digimax Printing Pty Ltd T/A Blair Signs & Safety