



RICKY RICHARDS (SALES) PTY LIMITED

GENERAL CONDITIONS OF SALE

1. In these terms and conditions, unless otherwise required:
 - a) “the Company” means Ricky Richards (Sales) Pty Ltd ABN 18 000 946 725 and includes its agents, employees, successors and assigns.
 - b) “Purchaser” means any person, corporation or firm that has requested the supply of goods from the
 - c) Company and includes employees, agents, successors, administrators of the purchaser.
 - d) “Goods” means any item available for sale to the purchaser by the company
2. All goods sold by the Company are sold and supplied on these Terms & Conditions as amended from time to time by the Company at its discretion.
3. An order for the sale of goods shall identify the goods ordered, the quantity required, any services to be provided (ie cutting of material) and refer where applicable to any quotation pursuant to which the order is made. The Company may supply goods that vary from the ordered goods and the purchaser must accept the goods supplied, provided that such variations are not material.
4. Any variation to any order or cancellation of an order must be agreed in writing by the Company.
5. “GST” and “taxable supply” have the meanings given to them, respectively, in the A New Tas System (Goods and Services Act 1999). The purchaser agrees to reimburse the Company for any GST payable by the Company for any taxable supply by the Company to the Purchaser. The Company will issue to the Purchaser a valid tax invoice for that supply. The Company warrants that it is registered for GST purposes.
6. The Company shall deliver the goods to the address nominated by the purchaser. If the Company delivers the goods then:-
 - a) where agreed, the purchaser shall pay the freight and other costs associated with the delivery in line with the delivery rate card agreed with the purchaser;
 - b) the purchaser or its representative/agent shall be present at the agreed time and place to accept the goods. If not present, the Company’s appointed freight carrier may unload the goods at that place and in which case it will not be responsible for any claims, costs or losses arising;
 - c) in the event that a delivery date is nominated by the purchaser, the Company 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 and in the event that the Company is unable to deliver the good 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 Company be liable for any amount payable by the purchaser to a third party as a result of a failure or delay in delivery by the Company or its agent due to any cause whatsoever.
 - d) The Company uses third party freight providers to deliver our goods. Delivery times will range from 2 up to 10 working days, depending on destination and frequency of deliver routes to each area.
7. The purchaser shall inspect the goods immediately upon delivery and carry out any tests that a prudent purchaser would carry out.
8. The Purchaser shall accept or reject goods supplied hereunder within 5 days from receipt. If purchaser fails to notify the Company in writing of its rejection and the reasons therefore within such time period, Purchaser shall be deemed to have accepted the goods and the purchaser shall lose the right to reject the goods or claim any remedy whatsoever (including damages) against the Company.
9. The Company may at its discretion agree to sell the goods on credit to the purchaser.
10. All online orders will be paid via the website prior to product being shipped, unless the Purchaser has an approved credit account with the Company.
11. If the Company agrees to sell the goods on credit to the purchaser, then the Company’s standard terms of credit will apply.

12. Where the purchaser breaches the terms of credit the company reserves the right to amend or cancel the credit facility in consultation with the purchaser.
13. In relation to goods supplied the purchaser:-
 - a) Property in the goods shall remain with the Company until the latter of:
 - i. Payment in full of those goods and
 - ii. Payment in full of all other monies owing or unpaid by the purchaser to the Company including monies in respect of goods previously supplied to the purchaser by the Company;
 - b) The risk in those goods shall pass to the purchaser immediately on delivery to the purchaser or upon the goods entering the purchasers custody and you should insure those goods thereafter against any risk.
 - c) The relationship between the purchaser and the Company shall be fiduciary;
 - d) The purchaser will hold those goods as bailee for the Company and will be responsible for any loss, damage or conversion of the goods;
 - e) The goods shall be stored by the purchaser in a manner as to show clearly that they remain the property of the Company until such time as the goods have been paid for in full;
 - f) Where the purchaser sells those goods, it will sell as principal and have no power to commit the Company to any contract or liability;
14. All claims for credit for damaged, defective or short delivered goods to be returned must be notified to the Company immediately. The Company will not accept claims that are not notified within twenty one (21) working days from delivery. The goods must be returned at the cost of the purchaser to the Company's nominated site from where they were purchased. Goods returned for credit and accepted by the Company may be subject to a restocking fee of 10% of the value of the items to be returned plus freight charges. If the goods are not returned after 30 days of notification of the claim to the Company the purchaser shall not be entitled to any credit. Unless otherwise agreed, no request for credit will be approved until a representative of the Company has inspected the goods.
15. The purchaser acknowledges and agrees that goods produced/cut specifically for the purchaser, goods damaged or, good altered or damaged by the purchaser are not acceptable for return for credit.
16. Any liability of the Company with respect to the goods shall arise in accordance with the terms and conditions only and shall be limited to the replacement of the goods or the payment of the cost of replacing the goods or acquiring equivalent goods as the Company may elect.
17. A purchaser shall not be entitled to make a claim upon the Company if any amounts are outstanding from the purchaser to the Company outside of approved trading terms.
18. If Purchaser fails to pay the purchase price within the period specified in condition 16 or otherwise breaches any of these conditions or becomes insolvent or takes the benefit of the bankruptcy laws or being a company enters into liquidation (except for the purpose of solvent amalgamation or reconstruction) the Company shall be entitled, without prejudice to any other right hereunder or at law, to enter Purchaser's premises in which the goods are located and repossess the goods, and, for this purpose, Purchaser hereby permits the Company to enter those premises without hindrance or obstruction.
19. The purchaser acknowledges that the goods delivered to the purchaser by the Company constitutes collateral in respect of which the Company is entitled to register a security interest under the Personal Property *Securities Act* 2009 (Cth) until such time as the Company receives the payment referred to in clause 13 (a).
20. In the event that any term or provision or part of a provision cannot be given effect for any reason then the term or provision or part which cannot be given effect shall be severed and read down restrictively and the remaining terms and provisions shall remain valid and binding on all parties.
21. The Company will be allowed to inform Credit Reporting Agency any information allowed by the Privacy Act 1988 (Commonwealth).
22. No waiver of a term or provision of any contract shall be construed as a continuing waiver of a term or a provision.
23. The provisions of these terms and conditions and any contract between the Company and the purchaser shall be governed by the laws of the state of New South Wales.