

CASH SALES TERMS & CONDITIONS



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ABN: 15 107 982 196

CASH SALES TERMS AND CONDITIONS

C and N Trading Pty Ltd ABN: 15 107 982 196 (the Company) and (the Customer) understand this is a contract and the document comprises the Company's terms and conditions. If you order Goods or services OR retain Goods previously provided by the Company, after receiving these documents you will be bound by its terms. You should read the terms of these documents carefully and seek legal advice about its terms.

1. Interpretation

1.1 In these terms and conditions:

- (a) "Company" means the entity stated in the Application for Credit and any related body corporate as defined in the *Corporations Act 2001* (Cth) and its successors and assigns.
- (b) "Customer" means the entity stated in the Application, its successors and assigns.
- (c) "Goods" means goods (as that term is defined under the PPSA) supplied to the Customer (and where the context so permits includes Services).
- (d) "Governing State" means the State or Territory where the Company has its principal place of business.
- (e) "PPSA" means the *Personal Property Securities Act 2009* (Cth).
- (f) "Services" means all services supplied to the Customer and includes any advice or recommendations, intellectual or intangible property under the PPSA (and where the context so permits includes any supply of Goods).

2. Delivery and Risk

- 2.1 Should the Company elect to post any Goods or organise delivery of Goods, the Customer's risk of loss or damage to such Goods passes to the Customer on the date and at the time that the Goods were ordered, it is the Customer's responsibility to ensure these Goods are insured and covered for their time in transit.
- 2.2 The Company will not be responsible for non-delivery or delay in delivery of any Goods and where such non-delivery or delay occurs the Company may deliver the Goods not delivered or delayed at any subsequent time and the Customer must accept and pay for them.
- 2.3 The Customer is not entitled to any compensation from the Company of any nature for any loss, damage or delay.
- 2.4 Except to the extent required by law, the Customer will not be entitled to return any Goods and the Company will not be obliged to accept the return of any Goods whatsoever.

3. Title

- 3.1 Legal title passes to the Customer at the time of payment in full for the Goods.

4. Transactions contemplated by this Agreement

- 4.1 The Company's tender of delivery of Goods and services under this Agreement is a condition of the Customer's duty to accept the Goods or services provided.

5. Disputes

- 5.1 If the Customer disputes any Goods sold or services supplied by the Company are faulty, defective or disputes the Invoices the Company has issued, the Customer must notify their reasons in writing to the Company within 14 days of the Invoice date, failing which the Customer loses any right to dispute the quality of the Goods, services or quantum of.

6. Whole Agreement

- 6.1 These terms and conditions embody the whole agreement between the parties and, subject to the express terms contained in any written

acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

7. Payment

- 7.1 The Customer agrees to pay all amounts due in clear funds immediately.

8. Right to vary terms and conditions

- 8.1 The Customer and the Company agree that the terms of this Contract may be altered unilaterally by the Company giving 14 days' written notice to the Customer. Clerical errors are subject to correction without notification.

9. Set-off

9.1 The Customer agrees that:

- (a) The Company may set-off any credit amount that the Company owes to the Customer against any debt due by the Customer to the Company at the Company's sole discretion and without notice;
- (b) The Customer is not entitled to withhold payment of any money in respect of any alleged set-off or claim the Customer might have against the Company.

10. Limitation of Liability

- 10.1 Except to the extent required by law, all Goods are purchased by the Customer "as is" and the Company will not be responsible for any damage or defect to the Goods.
- 10.2 Subject to any conditions and warranties mandatorily implied by law and to any conditions and warranties expressly contained herein, all conditions, warranties and representations on the part of the Company, whether express or implied, are hereby expressly excluded.
- 10.3 Subject to any legislation or express agreement to the contrary, the Customer acknowledges that it does not rely on the skill and judgment of the Company, its employees, agents or contractors in determining whether the Goods to be supplied are fit for any particular purpose and the Customer further acknowledges that any advice with respect to the use of Goods is given on the basis that the Company assumes no obligation or liability for advice given or results obtained, all such advice being given and accepted by the Customer is at the Customer's risk.
- 10.4 To the extent permitted by law, the Customer has responsibility for ensuring that the Goods are not used for any purpose for which they are not suitable and warrants and represents that it has had adequate opportunity to inspect the Goods and obtain independent expert advice.
- 10.5 To the extent that any warranty as to purpose or merchantable quality is implied by law, the parties agree that the sole and exclusive remedy of the Customer will be to return the Goods and obtain a refund or at the Company's election for the Company to repair or replace the Goods as soon as reasonably practical.
- 10.6 To the extent permitted by law, under no circumstances shall the Company be liable for any direct or indirect loss (including without limitation loss of profit) or damage whether special or consequential however arising (including as a result of negligence) except for any loss or damage (excluding loss of profit and special or consequential damage) suffered by the Customer as a direct result of a failure by the Company to perform their contractual obligations.

11. Severance and Waiver

- 11.1 If any provision of these Terms will be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

12. Jurisdiction and Notices

- 12.1 The agreement shall be deemed to have been made in the Governing State and shall be interpreted in accordance with the laws of the Governing State, Australia, and the parties submit to the non-exclusive jurisdiction of that State's Courts, except to the extent that the laws of the Commonwealth of Australia apply.
- 12.2 That in addition to any other means permitted by law, any documents, notifications or court proceedings may be given or served upon the Customer, its successors and permitted.

13. Privacy

- 13.1 I/We acknowledge, accept, consent and warrant that I/ we have obtained the consent of any person whose personal information appears herein (if any) to the use of information in accordance with the provisions of these terms.