

SPOKE Lighting

ABN 21 656 624 373

Conditions of Sale

1. GENERAL

All orders are accepted and executed on the understanding that the Purchaser is bound by the following Conditions of Sale. Where there is any inconsistency between these Conditions of Sale and any Conditions which the Purchaser seeks to impose, these Conditions of Sale shall prevail unless specifically agreed to by us in writing.

2. VALIDITY OF QUOTATIONS

We reserve the right to refuse acceptance by the Purchaser of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn in such period.

3. PRICES AND DISCOUNTS

Published prices and discounts applicable are subject to alteration without notice. An additional charge may be made for orders of low value.

PAYMENT AND OR NEW ACCOUNTS.

All goods must be paid for in cash on delivery, or cash with order for special products or circumstance as deemed necessary by us, unless a credit account has been established. When a settlement discount is offered, it is available only if the account is paid within the specified period and the account is up to date within agreed trading terms. Unless otherwise specified by us, payment must be made within 30 days. Overdue accounts are subject to a surcharge of 2% per month.

4. GOODS & SERVICES TAX.

All prices quoted exclusive of Goods & Services Tax, which must be added as legislated.

5. CARRIAGE AND DELIVERY.

Unless specified by us, goods are quoted ex works. If delivery is included it is at ground floor within easy access. We reserve the right to send goods by the most economical means available. When special delivery arrangements are requested, all special delivery rates will be at the expense of the Purchaser. Deliveries of goods will be effected in maximum quantities per load or whatever is available at time of despatch. If part deliveries in uneconomical quantities are required by the Purchaser, a charge for freight will be made for each extra delivery.

6. PACKING

A charge is made when it is necessary to despatch goods in special cases, crates, etc. No charge is made for our standard packing and no credit will be allowed for return of special or standard packing.

7. LOSS OR DAMAGE IN TRANSIT.

Legible receipts, identifying the signatory, should be given when goods have been examined on receipt.

An unqualified signature may be to the disadvantage of the Purchaser if the consignment becomes the subject of a claim. In the event of short delivery or damage in transit, any claim must be made in writing to us and to our Carriers within 3 days of receipt of goods. Goods or packing should be held irrespective of condition for inspection by our Carriers before inspection by us, our insurance assessors or return.

In the event of any claim, the following information should be sent to us; delivery docket number; date Carrier was advised; date consignment received; condition of packing; name of Carrier; extent of damage or shortage.

In the event of non-delivery, our Carriers and our Despatch should be advised within 7 days of receipt of our packing advice note or invoice.

We will not be held responsible for goods lost or damaged in transit if these conditions are not observed. If however the goods are supplied on the basis of price ex works or FOB/FOR, our responsibility ceases upon delivery to Purchaser's carriers or agents and all freight charges and insurance are to be borne by the Purchaser.

8. DELIVERY.

The estimated time or times for delivery or completion are: (a) from date of acceptance of our offer OR

(b) from receipt by us of all necessary drawings, information or samples to be supplied by the Purchaser whichever shall be the latter

(c) in the case of imported goods subject to the availability of the subject goods in the country of origin or manufacture

(d) in the case of goods not of our manufacture subject to availability of the subject goods from our supplier

(e) subject to no delays being incurred by us by reason of strikes lockouts industrial disputes and breakdowns of or damage to the plant equipment or property of us or any subsidiary company supplier or outside contractor

(f) estimates only and subject to prolongation by reason of any cause beyond our reasonable control.

We shall endeavour to meet estimated delivery dates at all times however we shall not be liable for any loss or damage or consequential loss or costs of any kind or description whatsoever suffered by the Purchaser by reason of any delay in delivery of the goods (or any part or parts thereof) the subject of our offer whether such delays be due to any causes.

9. ACCEPTANCE OF GOODS

The Purchaser shall inspect the goods immediately upon delivery to the Purchaser or upon collection of that order by the Purchaser, Purchaser's agent or courier as the case may be.

All claims against us regarding the quantity, quality, nature, fitness, suitability, conformance with description or defects of the goods must be made in writing to us within 7 days of delivery. We do not accept liability for any such claim not made in accordance with these terms.

In the event of justified objection notified by the Purchaser to us in accordance with these terms, we may, at our option:

(a) reduce the purchase price by agreement with the Purchaser;

(b) accept the return of the goods and, subject to the goods being returned in the same condition as when they were delivered to the Purchaser, refund to the Purchaser the purchase price; or

(c) replace the goods

and no additional claims of any nature whatsoever may be made against us.

10. DEFAULT.

We shall have the right to discontinue the delivery and also to terminate the contract in respect of any undelivered goods at our discretion should the Purchaser default in payment. However, this would not exempt the Purchaser from obligation to pay for all goods made or partly made or obtained and costs incurred in preparation of the order.

11. WARRANTY.

All goods manufactured by the company are guaranteed against faulty workmanship, materials or design for a period of:

(a) 12 months after supply OR

(b) 15 months from the date of notification of readiness for despatch whichever is the earlier after which all liability on our part ceases. Our liability for any loss, injury or damage attributable thereto shall be limited to making good by replacement or repairing faults or defects which appear therein under proper use provided that we are permitted to inspect defects before repair and that such defective parts are returned free into our store.

In the case of goods not of our manufacture the Purchaser is entitled only to such benefits as we may receive from the supplier.

We will accept no responsibility for any infringement relating to patent trade mark design copyright or any other corresponding form of protection in respect of work done by us on goods or material supplied in accordance with a purchaser's specification and the purchaser shall be responsible for and shall indemnify us against all loss and damage caused as a result thereof.

Except as herein provided, all conditions or warranties express or implied statutory or otherwise are hereby excluded. We shall not be liable for any injury loss or damage sustained by the Purchaser however arising provided always that nothing herein shall affect the rights of the Purchaser who has acquired the goods as a "consumer" within the meaning of the Trade Practices Act, 1974 or any other law or the rights of a Purchaser or any other person in respect of goods which have a defect within the meaning of Part VA, of the said Act, and provided further that where the goods are not of a kind ordinarily acquired for personal domestic or household use or consumption or warranty implied by the said Act (other than by Section 69 thereof) shall be limited to the repair of the goods or at our option, the replacement of the goods or the supply of equivalent goods.

We disclaim all liability for consequential damages.

12. SPECIAL ORDERS.

All orders for goods not of standard types and not included in our publications are considered special, the production of which are only undertaken on the understanding that such goods will not be returnable for credit under any circumstances. A deposit for the whole or part of the order value may be required.

13. RETURN OF GOODS.

Under no circumstances may goods supplied under firm orders be returned or deliveries cancelled without the Purchaser having first applied for and obtained our written consent. A handling charge will be deducted from any credit allowed. Any goods not in original unopened and unmarked packing can not be returned.

Unauthorised returns will be reconsigned to the Purchaser freight collect.

14. DESCRIPTIVE MATTER AND ILLUSTRATIONS.

All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by us are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of a contract. We reserve the right to change the design to allow progress and development and the use of new materials and techniques.

15. LEGAL CONSTRUCTIONS.

In the event of any dispute as to the interpretation of these Conditions of Sale, or the parties rights or obligations thereunder, the dispute shall be referred to an Arbitrator agreed upon by the parties or failing agreement to an Arbitrator nominated by the President for the time being of the Queensland Law Society. The decision of such Arbitrator shall be final and binding on the parties.

16. DRAWINGS, DIMENSIONS AND SAMPLES.

All drawings and printed matter accompanying a quotation or in the Purchaser's possession before or after acceptance of an order are informative only.

Where a sample is requested, this shall be manufactured in accordance with the drawings and when approved shall be accepted in writing as a final prototype for subsequent production, unless it is mutually agreed to be altered, then the price quoted may be reviewed. If the quotation is accepted, the approved sample will form part of the total quantity to be supplied.

17. PERFORMANCES

Performance figures are based on our experience and are such as we expect to obtain on test. Liability will not be accepted unless these figures are specifically guaranteed in writing. The Purchaser shall assume responsibility for capacity and performance of the goods being sufficient and suitable