



Terms and Conditions

Definitions

“Seller” and “Supplier” means Burgess Training & Consulting except where the context requires otherwise. “Customer” means the Customer whose order for the goods is accepted by the Seller. “Customer” includes a buyer that has not dealt with the Supplier previously.

Conditions

These Terms & Conditions shall apply to every sale contract and sale of goods between Seller and Customer. Any terms and conditions of the Customer’s order or any statement by Customer deviating from or inconsistent with these terms and conditions are expressly rejected by the Seller. Acceptance of order may be made and communicated by Seller in

writing or by overt act of acceptance. No agent or distributor of the Seller has authority to add to, vary or contradict these terms and conditions.

Prices and Goods & Services Tax (GST) – applicable from July 1st 2021

All prices are subject to change without notice. Prices shall be shown excluding GST and the current percentage GST shall be added, except for GST FREE products.

Delivery

The Seller reserves the right to apply a freight charge to any goods invoiced, unless otherwise agreed.

Installation

If products have been installed by Burgess Training & Consulting or contracted company or person:

Any advice, recommendation, information, assistance or service provided in relation to goods or services sold or installed by it or their use of application is given in good faith and is believed to be appropriate and reliable.

The purchaser acknowledges that such advice, recommendation, information, assistance or service are provided as an act of good faith and do not indicate any expertise and acknowledges that such advice, recommendation, information,

assistance or service is provided without liability of responsibility on the part of the Supplier.

Any work required to be performed out of normal business hours shall incur a variation to cost.

Passing of Risk

The risk of the goods sold shall pass to the Customer at the point of delivery which shall be the Supplier’s warehouse unless otherwise agreed. Where the goods are transported by the Supplier to the Customer’s delivery point, delivery shall be deemed to take place at the moment that the goods pass over the side of the vehicle in which they were transported to the Customer’s delivery point. The Customer shall provide or cause to be provided full and clear access for delivery and will at its own expense provide all necessary assistance in unloading the goods at the nominated place of delivery. Where the Customer has requested special delivery arrangements (i.e. Other than Seller delivering to the premises of the Customer) risk in respect of goods shall pass to the Customer upon the goods leaving the premises of the Seller. The Seller will not in any circumstances accept liability for damage, shortage or loss during transit.

Title of Goods

Goods remain the property of the Seller until payment is made in full. Where payment is tendered by cheque, payment shall not be deemed to have been received until such cheque is honoured upon presentation at the drawer’s bank. If the cheque is dishonoured, the Seller reserves the right to charge the Customer for accounting and bank charges and all

other fees incurred by it in respect of such dishonour. If the Customer defaults in payment for goods, the Seller retains the right to retrieve the goods and resell them. For this purpose the Seller, its servants or agents may enter upon the buyer’s or other premises in which the goods are situated.

Part Delivery and Failure to Deliver

The Seller may make part deliveries of any order unless agreed to the contrary in writing. Each part of the delivery shall constitute a separate contract for the sale of goods upon the conditions herein contained. Every endeavour will be made by the Seller to complete the delivery within the period stated, if any, but no liability can be accepted by the Seller for

delay in delivery or non-delivery. Goods which have not been supplied and have been backordered will be marked T/F (To Follow) on the original invoice for the supply of the Customer’s order. All items backordered are firm and shall not be cancelled unless agreed to buy the Seller.

Shortages

All Items listed on the Seller’s invoice will be deemed to have been received in good order and condition, without shortage, unless the Seller is notified in writing to the contrary within seven days of the delivery date.



Returns

Return of incorrectly supplied goods at the Seller's expense will be by the carrier of the Seller's choice. The Seller will not accept freight charges for goods returned by other means. Products specially purchased, manufactured, machined or cut to size to the Customer's specifications are not returnable.

Insurance

It is the Customer's responsibility to effect whatever insurance cover they require at their own expense.

Terms of Payment

Cash prior to the goods leaving the Seller's warehouse, unless the Customer shall have made some other arrangement with the Supplier. The Supplier shall not be liable to the Customer for any defect, loss, damage or delay whatsoever caused by strikes, lock-outs, damage to or breakdowns of plant, government interference, earthquake, civil commotion, or any other cause beyond the control of the Supplier.

Warranty

Goods sold shall have only the benefit of any warranty given by the manufacturer. All conditions and warranties implied by law are hereby expressly negated insofar as they lawfully can be. Goods are not guaranteed by the Supplier in any way unless guaranteed expressly in writing. Goods which are the subject of a warranty claim are to be returned to the Seller, freight prepaid, with a copy of the original sales invoice and brief written details of the fault. Before any warranty claim can be considered, documentary evidence of the date of sale of the goods must be received by the Seller. Any warranty given does not cover wear and tear, abuse or misuse and is not applicable to any metal products

within 1km of salt water. The 5 Year Metal Sign Warranty is subject to the following additional conditions:

Applies to all standard stock metal signs only; Applies to all standard non-reflective metal (not aluminium) signs ordered after 1 st July 2018; A faded sign is defined as having illegible text or unrecognisable graphics; Clear photos or actual signs are

needed as proof before we will replace; All replacements will be at the sole discretion of Burgess Training & Consulting; Warranty is void if signs have been subject to influences outside of normal conditions e.g. chemicals, sprays etc.

Liability of Seller

Except as otherwise provided in these conditions the Seller shall not be under any liability in respect to defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these conditions prevents the exclusion, restriction or modification

of such conditions or warranties. Notwithstanding any other provisions of the contracts the Seller shall not be liable to the Customer for any loss or profit howsoever arising, nor shall the Seller be under any liability whether in contract, tort or otherwise, nor for any injury, damage or loss whether consequential or otherwise, save as it is expressly provided in these conditions. The Seller shall not be responsible for damage or fault in performance arising out of incorrect or inappropriate operation of the products by the Customer. The Customer acknowledges that the Seller gives no warranty as to fitness of the product for the intended application of the Customer and that the Customer has relied entirely upon its own evaluation thereof.

Variation by Customer

Should there be any variation in details, sizes and quantity, delivery instruction or any other item or matter on which the quotation or invoice is based, the Seller reserves the right to revise and amend the contract price accordingly.

Clerical Errors

Clerical errors in computation, typing or otherwise of price list, catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note or specification of the Seller shall be subject to correction.

Modifications

All modifications and amendments to these Terms & Conditions shall be in writing and if otherwise shall not be binding upon the Seller. If any of the provisions of the Contract are unlawful or invalid by reason of any applicable statute or Rule of Law, then such a provision shall be severed from the rest of this contract which shall remain valid and binding on the parties.

Governing Laws

The law governing these Terms and Conditions shall be the Law of New South Wales.