

TERMS & CONDITIONS OF SALE

NO OTHER TERMS & CONDITIONS WILL BE ACCEPTED BY WELDMASTER INDUSTRIES PTY LTD UNLESS AGREED TO BY US IN WRITING.

THE BUYER OF THE GOODS FROM WELDMASTER INDUSTRIES PTY LTD ACCEPTS ALL OF THE FOLLOWING TERMS & CONDITIONS UPON PLACEMENT OF ORDER WITH WELDMASTER INDUSTRIES PTY LTD.

Prices:

All prices offered are distributor net prices & are subject to alteration without notice. All goods will be supplied at prices ruling at the date of dispatch. From time to time we may give you recommended list prices.

Weldmaster will endeavour to advise price alterations as early as possible, but will not be held responsible or accountable for any delay.

Terms of Payment:

Our terms of payment are STRICTLY payment within 40 days after the end of the month of dispatch of goods. Failure to meet these terms will cause credit facilities to be Withheld & non-supply of orders. Continued delinquency of payment will cause credit facilities to be withdrawn. Invoices are dated the day of dispatch of goods & are to be included in the payment for goods dispatched that month.

Ownership of goods passes to the buyer at time of shipment subject to full payment having been received. (Refer freight responsibility clause following)

Credit Facilities:

Credit facilities are offered on the basis of a credit limit & that our terms of payment are strictly adhered to.

We reserve the right to withdraw credit facilities at any time without explanation.

Guarantee Of Payment:

All credit facilities are given & are to be accepted by the debtor and/or it's directors and /or Owners and/or proprietors and/or Managers that they personally guarantee payment of the total of the credit facilities given.

GST:

GST will be additional to all items including extra's (such as freight etc.) at the rate as gazetted by the Government.

Back Orders:

Backorders will only be supplied with the customers next order after the goods are available. If you should request goods to be sent prior to your next order (when goods are available) freight is payable by the customer.

Freight:

Weldmaster will deliver to particular area's from time to time on freight paid basis should your order be in excess of the minimum value to receive this benefit. It is the buyers responsibility to enquire as to those area's & values at time of order placement. Items on special pricing may not be included in minimum order value. As at the 30th June 2002 the area's values are as follows:

Sydney Cumberland area minimum order value \$ 350.00 All other area 's minimum order value \$ 1,000.00 - Excluding GST Machine purchases will have different freight paid order values. Enquire when placing machine orders.

We reserve the right to alter area's & values without notice.

Freighting Responsibility:

When Freight is the responsibility of the buyer, goods will be shipped on the buyers nominated transport, at the buyers request & the buyer is responsible for all costs associated with that shipment. All goods shipped are in ownership of the buyer once the goods are loaded onto transportation at our warehouse. This also applies to goods shipped on weldmaster nominated transport whether the cost of freight is paid by Weld \master and /or the buyer. Freight paid is not free into store, loss or damage Etc. is the buyers's responsibility. Weldmaster will not accept under any circumstances claims for damage, loss, delays, etc once the goods have left our ware house.

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Insurance:

Goods will only be insured when requested by the buyer in writing at time of order placement. All insurance costs are paid by the buyer whether freight is paid by weldmaster or the buyer.

Claims, Returns, Cancellations:

Claims will not under any circumstances be recognised after 7 days from dispatch of goods from our warehouse. Goods will not be accepted for return unless we agree to this return & a return note has been forwarded to you from dispatching with the goods being returned. Should goods be returned without such return note we will not accept goods. Weldmaster will not accept freight costs for returns unless we show acceptance on our return note. Re-stocking fee being a minimum of 15% applies to all returns & will be deducted from all credits. **DO NOT SEND GOODS BACK WITHOUT OUR ACCEPTANCE**

Retained Right:

Should product be not paid for in full, ownership reverts back to Weldmaster. Buying from Weldmaster you agree to allow a representative of Weldmaster to enter your premises & remove Weldmaster product to the value of any outstanding debt.

Determination:

All part and/or products sold, advertised, displayed, or promoted by Weldmaster Industries Pty Ltd are to be read & accepted as suitable for, replacement parts for, as an alternative to the original brand of product or part thereof of an original brand product, nominated on paperwork literature, packaging etc or otherwise nominated. All suppliers/manufacturers/brand names product or part numbers other than Weldmaster part numbers are referred to by weldmaster for reference or comparison only.

Warranties:

All Product manufactured by weldmaster are guaranteed for materials & workmanship. Other products supplied by Weldmaster the warranty as offered by the manufacturer is passed to the buyer. Claims for product manufactured by weldmaster will be considered by weldmaster & the product will be repaired or replaced at Weldmaster discretion. Other product will be forwarded to the manufacturer for decision, & advice on acceptance of claim.

Weldmaster will not under any circumstance accept responsibility for damage, losses or injury for any product considered faulty. New Products will not be supplied ahead of inspection of product for warranty.