

Terms and Conditions of Sale Australia

Terms and Conditions (Status 2016)

1. All goods and services ("Products") supplied by WashTec Australia Pty Limited (which include the companies/divisions "WashTec AG", "WashTec Direct", "Car Kleen New Zealand Limited" and "CK Direct") are supplied on these terms and conditions. The client, individual or company representative requesting/placing an order with WashTec Australia is described herein as the "Customer". The company WashTec Australia Pty Limited shall be described herein as "WTA".

Fehler! Kein Text mit angegebener Formatvorlage im Dokument.

2. No order shall be binding on WTA until accepted by WTA. An individual contract for the supply of Products, on these terms and conditions, is formed on acceptance by WTA of an order from the Customer. WTA reserves the right to accept any order in whole or in part. Where WTA makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled or varied after acceptance by WTA.

3. All credit orders are accepted by WTA subject to satisfactory credit approval of the Customer, which may be withdrawn at any time. Where credit approval has not been granted, is withdrawn or has not been obtained by the Customer, payment for all/any Products supplied is required prior to delivery by way of credit card payment or direct deposit into WTA's nominated bank account. Where credit has been granted, payment for the products is to be made on or before, but no later than 7 days from the date of invoice, unless prior payment terms have been approved by WTA. Payment must be made in full without set off or deduction. WTA will investigate any disputed amounts, and if resolved in favour of the customer, a credit will be issued to the Customer.

4. WTA reserves the right to impose additional charges or fees for late payment, debt recovery charges and any other charges for costs relating to recovering payment for credit orders from the Customer where payment for such orders has not been made, or was not made within 7 days from the date of the invoice for any Products, goods and/or services.

5. Ownership or title of the products does not pass to the Customer until the Customer has discharged all outstanding indebtedness, whether in respect of the products or otherwise, to WTA. Risk in the Products will pass on delivery of the Products to the Customer. Please refer to the terms and conditions in relation to Retention of Title of all or any goods and products supplied by WTA at www.washtec.com.

6. WTA reserves the right to charge for delivery of the products at any time, notwithstanding that it may not have previously done so. Administrative fees may be imposed for orders under certain dollar values.

7. Any Products which are damaged or defective, delivered after their "use by" or "best before" date, or which are not otherwise in accordance with the Customer's order, may be returned to WTA within 14 days of delivery at no cost to the Customer. The Customer may otherwise return Products to WTA and obtain a credit:

- a) except for specially purchased/ordered products, products specifically tailored/manufactured for the Customers requirements, software related Products or Products which have been advertised as "clearance" or "discontinued" product lines;
- b) provided that the return is requested within 14 days of delivery of the Products and a Return Authorisation ("RA") is obtained from WTA;
- c) provided that the Products are unused, in their original packaging, unopened, of a current make or model, and otherwise as new and in a saleable condition;
- d) at the Customer's own expense, or to the Customers account; and
- e) on the basis that the risk in the Products remains with the Customer until the Products are received by WTA, and that a restocking or return fee of 15% of the sale value of the goods may be charged; and

- f) WTA reserves the right to charge a return or restocking fee of up to 15% of the sale value of the goods being returned for any of the following reasons; goods ordered in error, change of mind, goods no longer needed or required, or for no valid reason other than wanting to return the goods for credit/refund. The return or restocking fee will be deducted from the credit/refund value after the goods have been returned to WTA.

8. Where WTA has agreed to procure and/or warehouse and/or distribute Products specifically for the Customer, the Customer must, within 30 days of request, purchase all stock then warehoused and held at the then prevailing supply price. WTA reserves the right to impose a fair warehousing, stocking and or holding charge to the Customer in relation to such Products.

9. Except for those required or implied by legislation, WTA gives no express warranty in relation to Products, Goods and Services supplied to the Customer, and the Customer acknowledges that it has not relied on any representation or warranty made by or on behalf of WTA. Certain legislation may imply conditions and warranties into these terms and conditions. To the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded. The liability of WTA under or arising out of the supply of goods and services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation, shall be limited, at the option of WTA to:

- a) If the breach or liability relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired;
- b) if the breach or liability relates to services;
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Except as expressly provided above, WTA shall not be under any liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Products, any services supplied by WTA or the failure of WTA to comply with these terms and conditions.

10. These terms and conditions will apply to the exclusion of all other terms and conditions contained in the Customer's order. In the event of any inconsistency, WTA will be deemed, by delivering the Products to the Customer or supplying services to the Customer, to have made an offer to the Customer to sell the Products or supply the services pursuant to these terms and conditions, which offer will be deemed to have been accepted if the Customer retains the Products or accepts the services. WTA reserves the right to change these Terms and Conditions at any time.

11. WTA reserves the right to recover from the Customer all goods and services tax ("GST") payable in respect for the supply of goods and services to the Customer.

12. These terms and conditions are governed by and will be construed in accordance with the laws of New South Wales and the parties agree to submit to the jurisdiction of the courts of that state.

13. The failure by WTA to exercise, or any delay in exercising, any right, power or privilege available to it under these terms and conditions will not operate as a waiver therefore or preclude any other or future action/exercise thereof or the exercise of any other right or power.