

Hy-Way Truck Accessories

Terms and Conditions

- 1. PRICES:** All prices quoted exclude GST and are subject to change without notice. All prices herein are quoted in Australian Dollars.
- 2. PAYMENT TERMS:** Net monthly payment by 30th of the month following the month of invoicing unless within the terms of a written credit arrangement.
- 3. APPLICANT'S DEFAULT:** If payment is not received by the due date, the company shall be entitled to cancel the applicants credit limit and require all future orders to be on a COD basis and may also cancel all back orders
- 4. RETURNED PAYMENTS:** If any payment received by the company by way of cheque or other negotiable instrument is not honoured upon presentation, the company may impose an administration fee of \$15.00 plus GST.
- 5. DAMAGE, DEFECTS AND LOSS IN TRANSIT:** Any complaints of damage, short delivery, loss in transit or defects must be made to the company within 10 working days of delivery to the customer. The company shall have the right at its discretion to repair or replace the goods in respect of which any complaint as aforesaid is made and proven or to refund or credit the portion of the purchase price applicable thereto thereby fully discharging all legal liabilities but the company will use its best endeavours to enforce any guarantee or warranty given by the manufacturer of goods supplied and sold by the company.
- 6. WARRANTY:** The company shall not be liable for any direct or consequential loss or damage attributable to defects in the goods nor in respect of conditions or warranties whether expressed or implied by Statute or at common law or otherwise which have not been confirmed by the company in writing.
- 7. OWNERSHIP:** Notwithstanding that risk in the goods shall pass when they are delivered to the customer, ownership is retained by the company until payment is made in full. If the goods are sold by the customer prior to payment therefore or if they shall become constituents of other goods then the proceeds of sale shall be the property of the company. The company shall be deemed to have leave to enter at will the property of the customer for the purpose of regaining possession should the customer default in payment.
- 8. CREDITS:** Authorisation must be obtained before returning goods for credit. No goods will be accepted for credit that are correctly supplied and invoiced if not returned freight paid within 14 days and delivery freight will be charged. Also the company shall reserve the right to charge a 10% restocking fee for any goods supplied correctly.
- 9. FAULTY GOODS:** Will be replaced no charge freight paid. Please hold faulty goods pending our instruction to either hand to our representative on next visit or return at our expense.
- 10. GOODS FORWARDED IN ERROR:** Will be replaced no charge freight paid. Please hold goods incorrectly sent pending our instruction to either hold for our representative or return at our expense.

TRADING TERMS AND CONDITIONS: Are subject to change without notice, unless subject to a written contract. Trading terms and conditions appear on the Account Application Form or are available on request.

Declaration

Having read and understood the terms and conditions of this agreement and in consideration of your having agreed to supply goods and or services and of credit and accommodation given to the above named account customer, I/we hereby jointly and severally guarantee to you payment on demand of all monies which are or shall hereafter become due to you by the account customer. This guarantee shall be a continuing guarantee and shall not be affected by your giving time or any other indulgence to the customer nor shall any of your rights to sue the customer be affected hereby. I/we reserve the right by notice in writing to you to revoke this guarantee at any time. Such revocation shall only be effective upon its written acknowledgement by you and shall operate to discharge me/us from all liability as to future dealings only by the account customer with you after the date of written acknowledgement.

Signature: Signature:

Full Name: Full Name:

Position: Position:

Date: Date: