

**IDCband Pty Ltd**  
**CONDITIONS OF SALE**

1. **Definitions**

- 1.1 "Buyer" means the person who accepts the Seller's written quotation for the sale of the Goods or whose written Purchase order for the Goods is accepted by the Buyer
- 1.2 "Conditions" means the standard terms and conditions set out in this document
- 1.3 "Goods" means the goods to be supplied by the Seller in accordance with these Conditions
- 1.4 "Seller" means IDCband Pty Ltd (registered in Australia under ABN 40 113 805 744).

2. **Basis of Sale**

- 2.1 The seller shall sell and the Buyer shall buy the Goods in accordance with the Seller's written quotation (if accepted by the Seller), subject in either case to these Conditions which shall govern the contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer
- 2.2 No variation to these conditions shall be binding unless agreed in writing by the Seller and these conditions will prevail over all conditions of the transaction to the extent of any inconsistency.

3. **Quotations**

- 3.1 Unless the Seller agrees otherwise, no price quoted by the Seller shall remain binding on the Seller for more than 60 days

4. **The price and payment**

- 4.1 The price for the Goods shall be that set out in the Seller's written quotation or the Buyer's written order, as the case may be. The price is exclusive of GST which shall also be paid by the Buyer at the rate prevailing on the sale in the Seller's invoice
- 4.2 Unless the Buyer has had a credit account approved by the Seller, the price and GST must be paid in full before delivery of the goods. For a Buyer with an approved credit account, payment must be made within 30 days from the date of the Seller's invoice, time being of the essence
- 4.3 Once an order has been accepted, it may not be cancelled except by agreement; however, if the Seller agrees to a Buyer's request to cancel an order after the Seller has incurred artwork and/or printing costs, the Buyer shall still be liable for the full printing and delivery costs thereof in any event
- 4.4 Interest on overdue invoices shall accrue on a daily basis from the date when payment became due until the date that payment is made; interest shall be charged at 2.5% above the 90 day bank bill rate as advertised by the Commonwealth Bank of Australia and shall accrue at such rate after as well as before any Judgment.

5. **Delivery**

- 5.1 Delivery of the Goods shall be made to such place as the Buyer and Seller shall Agree
- 5.2 Whilst the Seller shall make all reasonable efforts to effect delivery by any agreed date, any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods beyond the Seller's reasonable control and the Buyer shall not be entitled to claim for any consequential loss or damage nor cancel, rescind or terminate the contract.
- 5.3 Where goods are ordered for delivery by instalments, each instalment delivery is deemed to be a separate order and a separate contract performed by the Seller upon delivery of that instalment.

6. **Risk and Title**

- 6.1 Risk of damage to or loss of the Goods shall pass on delivery
- 6.2 Notwithstanding delivery, legal title in the Goods shall not pass to the Buyer until the Seller has received full payment for them. Until then, the Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in the Buyer's possession and marked in such a way that the Goods are clearly identified as the Seller's property
- 6.3 Until such time as title in the Goods passes from the Seller, the Buyer shall upon request deliver them up to the Seller and, if the Buyer fails to do so, the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess them.

7. **Warranties and Liability**

- 7.1 Subject to clause 7.2 hereof, the Seller warrants that the Goods will correspond with their specification and will be free from defects in material and workmanship at the time of delivery
- 7.2 The Seller shall have no liability:-
- 7.2.1 for any defect arising from any design or specification supplied by the Buyer
- 7.2.2 any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods
- 7.2.3 if the total price for the Goods has not been paid by the due date of payment
- 7.2.4 for claims based on any defect in the quality or condition of the goods or their failure to correspond with specification unless the claim is notified to the Seller in writing and within 10 days of delivery
- 7.3 Where a valid claim is made under clause 7.2.4 hereof, the Seller shall have the right to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportion of it) subject to the goods being returned in the same condition as when they were delivered to the Buyer; the Seller shall have no further liability to the Buyer in respect of that claim and no additional claims of any nature whatsoever may be made against the Seller.
- 7.4 Except in respect of death and personal injury caused by the Seller's negligence or liability for defective products under the Trade Practices Act 1974 (Cth) (as amended), the Seller shall have no further liability to the Buyer for any losses, costs or expenses incurred by the Buyer, whether direct, indirect or consequential and, except as stated, the liability of the Seller shall never exceed the price actually paid for the Goods by the Buyer
- 7.5 The Seller shall not be liable for any delay or failure to supply the Goods for reasons beyond the Seller's reasonable control. This may include difficulties in the Seller obtaining print work from its external printer.
8. **Exports**
- Where Goods are supplied for export from Australia, the Buyer shall be responsible for:-
- 8.1 Complying with any legislation or regulations governing the importation of the Goods into the country of destination
- 8.2 The payment of any duties on them
- 8.3 The payment of all insurance and freight charges
- 8.4 Testing and inspecting the Goods before they leave the Australia.
9. **Trade Practices Act**
- 9.1 The terms of these Conditions that exclude or limit the Seller's liability will only apply to the extent permitted by law. These conditions shall be read and construed subject to the provisions of the Trade Practices Act 1974 (Cth) as amended and to the extent to which the Seller is entitled to do so, its liability shall be limited at its option to:-
- (a) the replacement of the goods or the supply of equivalent goods; or
- (b) the repair of the goods; or
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the goods repaired.
10. **Advice and Information**
- 10.1 Any advice, recommendation, information, assistance or service given by the Seller in relation to goods sold or manufactured by the Seller or their use or application is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty or accuracy, appropriateness or reliability and the Seller does not accept any liability or responsibility for any loss suffered from the Buyer's reliance on such advice, recommendation, information, assistance or service.
11. **General**
- 11.1 These Conditions are governed by and are to be construed in accordance with Australian Law
- 11.2 If any claim is made against the Seller that the Goods infringe the Copyright, trade mark or other intellectual property right of any other person, the Buyers shall indemnify the Seller against all loss, damages, costs and expenses incurred or