



## **DAWN TOOLS & VICES PTY. LTD.**

### **TERMS AND CONDITIONS OF SALE**

#### **PRICING**

Prices are expressed in recommended retail terms and exclude GST. There is no obligation to comply with the recommended prices. This price list supersedes all previous price lists and contract offers. Prices are subject to change without notice.

#### **PAYMENT TERMS**

Strictly nett, 30 days following the month of invoice.

#### **DELIVERY TERMS**

##### **Capital Cities**

All prices are F.I.S. Australian capital cities for orders over \$300 nett excluding GST. Orders to capital cities valued at less than \$300 excluding GST will incur a fee of \$30 plus GST delivery charge.

##### **Other Destinations**

Orders to other destinations will incur a fee of \$30 plus GST delivery charge. Customers may however nominate their own freight arrangements.

#### **PROPERTY AND RISK**

Title in the products purchased by the customer from Dawn will pass to the customer only when all that is owing to Dawn in relation to the products ordered by, and delivered to, the customer has been paid in full (regardless of whether the goods are still in transit or have actually been delivered to the customer).

Risk with respect to the said products shall pass to the customer immediately from the time of despatch from the Dawn warehouse. However until such time as the full amount owing by the customer to Dawn in relation to the said product is paid, the customer shall hold the products as a mere bailee for Dawn.

Until the goods are paid in full, Dawn authorises the customer to sell the goods to purchasers but the customer will do so as fiduciary agent for Dawn. The customer will not represent to any third party that it is in any way acting for Dawn to incur any liability or make any representation on behalf of Dawn.

In the event of the goods being disposed of by the customer prior to the payment of the full purchase price, any amount received by the customer shall be set aside and held in trust by the customer for Dawn pending payment in full of the purchase price. Dawn may retake possession of, and sell, any unpaid for goods in the event that the customer defaults or becomes insolvent.

#### **RETURN OF GOODS**

Goods may only be returned with the written authorisation from Dawn. Authorised returns must be made on a pre-paid transport cost basis by the customer and are subject to a 10% restocking fee. Returned goods must be in a resaleable condition without damage to product and packaging.

#### **AVAILABILITY OF STOCK**

Any order that cannot be filled from warehouse stock will automatically be back-ordered and processed when stock becomes available, unless the customer specifically marks the order "DO NOT BACK-ORDER". Deliveries at any time are subject to availability of stock and Dawn will not be liable for any loss or damage incurred by the customer due to product unavailability.

#### **PRODUCT SPECIFICATIONS**

In line with a policy of continuous product improvement, Dawn reserves the right to modify product specifications, and to add and delete products from the range without notice.

#### **CLAIMS**

Claims for shortages or delivery discrepancies are to be made in writing within 14 days of receipt of goods/invoice, quoting the invoice number and date.

#### **WARRANTY**

Dawn products are quality products, manufactured to last and are guaranteed against faulty materials and workmanship. This guarantee is subject to fair and proper usage of the products for the designed application and does not extend to altered, abused, or badly worn product. Hydraulic units for pipe benders are guaranteed for 12 months from the date of purchase. Any product claimed to be faulty should be returned to Dawn freight pre-paid, after written authorisation from Dawn. Defective products will be replaced or repaired. Liability is limited to replacement of the goods.

#### **GOVERNING LAW**

These terms and conditions are governed by and shall be construed in accordance with the laws in force from time to time in the State of Victoria.