

# SafetyQuip Web Terms & Conditions



## SafetyQuip as Franchisees of SafetyQuip Australia Pty Ltd

*If any part of these trading terms and conditions is rendered invalid by any law or is held to be invalid or unenforceable, then that part shall be excluded but, to the extent the remainder is capable of being performed and enforceable, neither the invalidity or unenforceability nor the exclusion shall affect the validity or enforceability of the remaining parts of this document.*

### 1. Definitions – Under these Trading Terms & Conditions:

**Customer** means the Customer to whom SafetyQuip has agreed to supply goods or services;

**Goods or Services** means the goods or services which SafetyQuip has agreed to supply to and invoice the Customer;

**SafetyQuip means SafetyQuip as a Franchisee** acting as a nominated and selected supplier of goods or services at the time of order placement; and,

**Purchase Order** means a Customer Order that has met the requirements of this Trading Terms and Conditions document.

### 2. Contract

An account application including these terms of trading given by SafetyQuip to the Customer constitutes an offer by SafetyQuip to supply goods or services to the Customer from SafetyQuip on these conditions to the exclusion of all other conditions. A contract is made when SafetyQuip accepts and approves in writing an account application with these included terms and accepts an order to supply goods or services ordered. These terms and conditions will form part of this contract until circumstances alter in relation to these terms. The trading law applicable in the State where the order is placed governs this contract and each party submits to the jurisdiction of the courts in that state.

### 3. Status

These conditions replace all previous conditions imposed by SafetyQuip and apply to the exclusion of any conditions of purchase used by the Customer even if they form part of the Customer's order. No variation of these conditions binds either party unless confirmed in writing by SafetyQuip.

### 4. Quotation

Unless SafetyQuip states prices set out in a SafetyQuip quotation are valid for a period of 14 days unless otherwise stated on a specific quotation. After the 14 days expiry, prices are subject to change without notice and will be reflected at the date of invoice provided there is no unreasonable delay in the execution of supply by SafetyQuip. Quoted pricing will be deemed accepted by the Customer upon SafetyQuip receipt of a Customer order in relation to a specific quotation.

SafetyQuip will only be required to fulfil the Customer instructions confirmed at the time of quotation and shall not be responsible for errors or omissions due to misinterpretation of verbal instructions given during preparation of any quotation. Customer instructions recorded at the time of quotation preparation will be the only written instructions relevant in the supply process unless an amendment is negotiated between SafetyQuip and the Customer.

### 5. Pricing

All prices are subject to variation without notice except where a specific 14 day quotation or fixed price contract exists. All invoices are stated in Australian dollars and must be settled in Australian dollars. Unless expressly stated otherwise, prices quoted for goods or services will include a GST calculation. Other duties, taxes, freight or credit card surcharges will be itemised and specified at the time of invoice and are payable by the Customer. All goods or services are charged at ruling prices at the time of placement of a Customer order.

### 6 Payments

All invoices for account customers are strictly 30 days. That is, payment due and payable on the last day of the month following the invoice. Any disputes regarding invoicing errors must be communicated to SafetyQuip for resolution and rectification within the 30 day period. Where the 30 day payment period has been exceeded it is at the discretion of SafetyQuip as to whether orders will be held from dispatch until an account has been brought up to date.

If the Customer defaults in payment, then all monies due to SafetyQuip will become immediately due. SafetyQuip reserves the right to charge the overdue Customer an interest rate on any overdue amount at a rate 2% per month above the Westpac Banking Corporation reference-lending rate. Interest will be calculated daily from the due date until the invoice is paid in full.

In default, the Customer must pay all costs and expenses (including legal and mercantile agents' fees) which SafetyQuip may incur in attempting to recover overdue amounts. In case of default, SafetyQuip reserves the right to terminate any Customer credit agreement upon notification to the Customer in writing.

### 7 Freight

Deliveries will be subject to freight charges unless otherwise previously agreed to in writing. Delivery of backordered products, where part of a previously supplied order, will be at SafetyQuip expense. Freight costs accepted by the Customer will be stated on a quotation or an invoice as it applies. SafetyQuip reserves the right to select the method of transport for all goods agreed to for return to SafetyQuip. All products delivered to the Customer's store location are acknowledged as unloaded and stored at the Customer's cost and risk.

If the Customer requests special freight circumstances i.e. airfreight or express overnight, this request must be in writing and in receipt by SafetyQuip in reasonable time for the special freight conditions to be met. All special freight requests will be at the Customer's expense unless otherwise agreed to in writing by SafetyQuip. SafetyQuip will not be liable for any loss, damage or delay suffered by the Customer because of late or non-delivery of goods or services if SafetyQuip makes all reasonable efforts to meet deadlines specified by the Customer.

### 8 Returns

A restocking and handling fee for returns of up to 20% of the value of the approved returned goods may be charged and is at the discretion of SafetyQuip to apply. The restocking fee will be applied to goods deemed incorrectly ordered by the Customer. Custom-made, special-make, embroidered garments and products manufactured to a Customer drawing will be excluded from this return policy. Returns for these types of products are to be negotiated as the need arises and it is at the discretion of SafetyQuip to apply a restocking fee or accept a return.

Footwear and clothing that has been worn and deemed unsuitable for resale by SafetyQuip (for hygiene reasons) will not be accepted for return. All returns are to be authorised in writing by SafetyQuip in advance and a copy of the relevant invoice must accompany the returned goods with freight applicable under conditions specified in item 7.

### 9 Claims

Any claim for shortage of supply or damage to goods must be notified in writing to SafetyQuip within 24 hours.

### 10 Title and Risk

Risk in goods or services passes to the Customer on the collection, delivery or supply of the goods or services to a carrier, or the Customer's agent for delivery to the Customer. The Customer shall inspect all goods on arrival from SafetyQuip and shall, within 24 hours (as per item 9), give notice to SafetyQuip in writing that the goods or services are not in accordance with the SafetyQuip terms. Failure to comply with this requirement will deem SafetyQuip to have met its supply obligations.

Title to the goods does not pass until the Customer makes payment in full and the funds have been cleared. Until title to the goods passes, the Customer possesses the goods as fiduciary bailee and agent for SafetyQuip.

That is, unless otherwise agreed in writing the Customer agrees to store the goods in good order, in a manner which clearly identifies them as the property of SafetyQuip until fully paid for with the payment cleared into the SafetyQuip account. If the Customer fails to comply with the conditions of title or SafetyQuip considers the Customer unable to comply with conditions of title then SafetyQuip shall have the right to immediate possession of the goods and the Customer shall provide reasonable access to the goods for repossession and hereby irrevocably authorises SafetyQuip to enter any premises where the goods are kept to recover possession of the goods. The repossessed goods must be in a re-saleable condition in order for all of the needs of SafetyQuip to be met.

#### 11 Warranties and Refund Policy

Save and except as required by law, no warranty is given where SafetyQuip is not the manufacturer of products other than the warranty offered by the manufacturer and that the goods and services are fit for their usual purpose. Products are sold subject to each and every manufacturer's trading terms and conditions and are protected by a manufacturer's specified warranty and that the goods and services are fit for their usual purpose. SafetyQuip acknowledges a manufacturer's warranty under *the Competition and the Consumer Act 2010*, provided that the manufacturer's liability for a breach of a condition or warranty implied by *part 3 – 2 div 1 and part 5 – 4 of the Australian Consumer Law* does not extend beyond and is limited to:

- (a) in the case of goods, any one or more of the following:
  - (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;
  - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

The Customer must retain the original purchase invoice for all refund negotiations. Under The Act and the policies of SafetyQuip, the Customer may request a refund if goods:

- (a) become faulty through no fault of the Customer;
- (b) are not fit for a stated purpose or a purpose made known to the staff of SafetyQuip;
- (c) don't match the product description or sample provided at the time of purchase or quote;
- (d) has defects that were not obvious or were not pointed out at time of purchase or delivery.

The goods must be returned within the arrangements detailed in these terms. The Customer will be asked for proof of purchase. The Customer may be asked to demonstrate the problem or fault prior to return agreement being validated and also prove that the problem was not caused by the Customer. If an alternative to a refund (a refund is not offered due specifically to a change of mind) is preferred then the following provisions are made by SafetyQuip:

- (a) SafetyQuip will arrange for the goods to be repaired under the conditions specified by the relevant manufacturer.
- (b) SafetyQuip will arrange for the goods to be exchanged under conditions specified by the relevant manufacturer.
- (c) SafetyQuip will offer a credit to be taken up by the Customer.

Custom-made, special-make, embroidered garments and products manufactured to a Customer drawing will be excluded from this return policy.

#### 12 Personal Properties Securities Act (PPSA)

- 12.1 (a) defined terms in this clause have the same meaning as ascribed by the Personal Properties Securities Act 2009;
- (b) SafetyQuip and the Customer agree and acknowledge that these Terms and Conditions by virtue of clause 10, constitute a Security Interest in the goods;
  - (c) SafetyQuip and the Customer agree and acknowledge that SafetyQuip, as Secured Party, is entitled to register its Security Interest in the goods supplied or to be supplied to the Customer as Grantor on the Personal Properties Securities Register;
  - (d) the Customer will do all things necessary and reasonably requested by SafetyQuip and provide all information required to register and perfect a Financing Statement or Financing Charge Statement on the Personal Properties Securities Register as a Security Interest and a Purchase Money Security Interest in favour of SafetyQuip pursuant to the Personal Properties Securities Act 2009.

12.2 To the extent permissible at law, the Customer:

- (a) waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer, as Grantor, to SafetyQuip;
- (b) agrees to indemnify SafetyQuip on demand for all costs and expenses, including legal costs and expenses on a solicitor/client basis, associated with the:
  - (i) registration or amendment or discharge of any Financing Statement registered by or on behalf of SafetyQuip; and,
  - (ii) enforcement or attempted enforcement of any Security Interest granted to SafetyQuip by the Customer;
- (c) agrees that nothing in sections 130 to 143 of the PPSA will apply to these Conditions or the Security under these Conditions;
- (d) agrees to waive its rights to do any of the following under the PPSA;
  - (i) receiving notice of removal of an Accession under section 95;
  - (ii) receive notice of an intention to seize Collateral under section 123;
  - (iii) object to the purchase of the Collateral by the Secured Party under section 129;
  - (iv) receive notice of disposal of Collateral under section 130;
  - (v) receive a Statement of Account if there is no disposal under section 130(4);
  - (vi) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged;
  - (vii) receive notice of retention of Collateral under section 135;
  - (viii) redeem the Collateral under section 142; and,
  - (ix) reinstate the Security Agreement under section 143.

#### 13 Force Majeure

SafetyQuip will not be liable for any loss, damage or expense suffered or incurred by the Customer where such loss is occasioned by any cause beyond SafetyQuip reasonable control, including and without limiting the generality of the foregoing by war, insurrection, terrorism, fires, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.

#### 14 Occupational Health and Safety Responsibilities

It is the responsibility of the Customer to provide all relevant workplace information in order for SafetyQuip to make an informed and accurate assessment of product needs. Relevant information includes provision to SafetyQuip of all Material Safety Data Sheets (MSDS) that will assist SafetyQuip to supply Personal Protective Equipment (PPE) specified in the MSDS. The Customer must also provide workplace exposure concentrations for all hazardous substances included in the work process for which protection is required.

The Customer must seek professional advice for specified protective requirements in the relevant State Legislated Occupational Health and Safety Statutes for Head, Eye and Face, Hearing, Respiratory, Clothing, Footwear, Hand, Height, Skin and Site Protection prior to placing an order on SafetyQuip. The Customer shall warrant that SafetyQuip, its' Servants or Agents has not been the sole source of workplace PPE application advice in the purchase of goods or services for a particular workplace need.

SafetyQuip shall take all reasonable care in the supply of goods in accordance with the information received from the Customer. SafetyQuip shall not be liable for any damages caused by the Customer's negligence or omission in providing SafetyQuip with incorrect or inaccurate information or deliberate or accidental withholding of information that would be considered essential for suitable personal protection recommendations.

Should the conditions outlined here (para 14) not be acceptable to the Customer then the goods listed on a specific invoice must be returned within 14 days of the invoice date. Refund conditions apply. If goods are not returned within the 14 days period then the Customer is deemed to have accepted the conditions here (para 14).

#### 15 Customer Service Complaints

SafetyQuip has a policy for dealing with Customer and service complaints. The Customer is to lodge a complaint in the first instance in writing via e-mail or fax to the original SafetyQuip supplier of goods. The Customer must provide a contact name on all complaints lodged with SafetyQuip.

#### 16 Exclusions

SafetyQuip shall not be liable nor responsible for any special, consequential, direct or indirect loss, damage, harm or injury suffered by the Customer or any other person due to the failure to comply with any requirements of the Supplier of product, or any other person or the requirements of the Customer that the goods or services are suitable to do a specific job or to achieve a specific purpose, (whether they are relating to manufacture, design, fabrication, installation and or any other particular intended use of any goods or services, and/or otherwise), details of which are not precisely and accurately communicated in writing directly to the appropriate personnel at SafetyQuip prior to entering into any relevant sale contract with the Customer.

#### 17 Variation of these Conditions

- (a) SafetyQuip may vary these conditions at its discretion from time to time;
- (b) SafetyQuip shall notify the Customer of any such variation directly or by posting the varied conditions on its Website;
- (c) by placing an order for goods after notification of the varied conditions the customer is deemed to have accepted the varied terms and conditions.

SafetyQuip e-mail address for enquiries is: ***info@safetyquip.com.au***

SafetyQuip phone number for enquiries is: ***07 5455 3822***

SafetyQuip fax number for enquiries is: ***07 5455 3616***

Signed: ***Gary Shearer***

*CEO SafetyQuip Australia Pty Ltd*