



Sparex Australia Pty Ltd
ABN 71005437150
Head Office
PO Box 260
Bacchus Marsh
VIC 3340
Australia

T: +61 1300 710 710
F: +61 1800 772 739

Thursday, 28 July 2011

Sparex Australia Terms & Conditions of Trade

Return of saleable goods

No unauthorised returns will be accepted – all returns require prior authorisation. Special Orders or Bought to Order items are not returnable. Authorised returns made within 30 days from date of purchase in original saleable condition will be credited in full. Authorised returns made after 30 days from date of purchase will be subject to a minimum handling fee of 15% of the original purchase price. Customers will be liable for all freight charges incurred in the returns process where the return is through no fault of Sparex Australia Pty Ltd.

Payment

30 days net or as otherwise agreed. Late payments may incur interest charges and the account will lose all trade discounts until the overdue amounts are paid. Sparex Australia Pty Ltd reserves the right to place overdue accounts on hold.

Minimum order quantities

This applies to many of our low value items and will automatically be applied. If orders are received for lower quantities we reserve the right to supply and charge for the minimum quantity without prior notification. Our minimum invoice charge is \$ 10.00 excluding Freight and GST – All orders under the minimum invoice charge will incur a balance charge to reach minimum invoice value.

Prices

Please refer to the Sparex Australia Pty Ltd website for all current pricing. All website TRADE prices quoted exclude GST. All website Recommended Retail Prices (RRP) quoted exclude GST. We reserve the right to alter any published price at any time without prior notice. All parts are sold at our published prices unless any variation from this has been agreed with Sparex Australia Pty Ltd before an order is placed.

Back orders

Please check undelivered back orders and advise us in writing if you wish to cancel any. Where possible back orders will be shipped with other goods to minimise freight charges.

Cancellation

Cancellation of an order must be made in writing prior to despatch.

Despatch Queries

Shortages to order and damage to goods must be notified to us within two days of receipt. Non-receipt of the entire consignment must be notified to us within 7 days of the invoice date. Sparex Australia Pty Ltd will not accept liability if a claim on the carriers cannot be sustained after this period.

Liability

We fully guarantee all items shown in Sparex Australia Pty Ltd catalogues against faulty materials or workmanship. If any fault due to bad workmanship or materials is proved and the details notified to the company within twelve months of purchase, the company will at its own cost and its own option repair or replace the faulty article but subject to this all express or implied warranties or conditions as to quality or fitness for any purpose of the goods are hereby expressly excluded. It is the responsibility of the installing engineer to check components before and during installation. We will not accept under any circumstances liability for consequential loss or loss of profits arising on any contract.

Retention of title

The legal and equitable title in the goods whether stored separately or as part of an assembly shall remain with Sparex Australia Pty Ltd until the price and all other sums owing by the customer to Sparex Australia Pty Ltd are paid in full, but after delivery the customer shall be responsible for and shall indemnify Sparex Australia Pty Ltd against loss or damage to the goods from whatsoever cause occurring.

General

All contracts between Sparex Australia Pty Ltd and its customers are in accordance with Australian Law and shall be governed by the above terms of trade which replace and override all other terms of trade.