



Established 2007

**Regatta 1 Business Centre
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*We are a participating business in the Sunshine Coast Regional Council
Living Smart Program & Member of the Cleantech Industries Sunshine
Coast Energy Working Group*

TERMS & CONDITIONS OF SUPPLY

1. Definitions:

In these terms and conditions unless the contract otherwise specifies:

"The supplier" means Sinfin Lighting or Sinfin Pty Ltd

"The purchaser" means the firm, person company or organization to whom a quotation is submitted by the supplier or who places an order with the supplier.

The goods mean all items supplied by Sinfin Pty Ltd or Sinfin Lighting to the purchaser.

2. Credit Facilities and Payment Terms

Terms are cash / cheque with order, payment by EFT or by credit card. If payment is made by cheque delivery will not be made until the cheque is honoured upon presentation through our bank or transferred directly into our account and honoured.

An accounting charge of \$50.00 will apply where a cheque is not honoured upon presentation. The supplier shall have the right to apply an interest charge at current bank overdraft rates to payments that are not honoured.

3. All Goods Are Sold Ex Warehouse: All prices are FOB our warehouse.

Delivery of the goods will be deemed to be effected when the goods are assembled and ready for dispatch from our premises. The purchaser can arrange collection of the merchandise from our premises by their nominated carrier. In the absence of written delivery instructions we will forward the goods on the purchasers behalf by what we consider to be the most suitable means of transport, at the purchasers expense. The freight cost will be shown as a separate charge on the invoice and should be reimbursed to the supplier with the payment for the goods.

4. Risk & Title:

Risk in the goods shall pass to the purchaser on delivery as defined in clause 3 above. Notwithstanding that the risk in the goods shall pass to the purchaser as herein provided, title in the goods, and any goods supplied by the supplier to the purchaser, shall remain with and vest in the supplier until all monies due by the purchaser to the supplier under any contract or whatever nature are paid in full. Where any payment is made by cheque, that payment shall be deemed not to have been made until the cheque has been honoured upon presentation.

The purchaser shall store all goods supplied by the supplier separately from goods belonging to any other party, so that they are clearly identifiable as property of the supplier. The supplier and the purchaser agree that the onus is upon the purchaser to identify those goods which have been paid for and, failing identification to the satisfaction of the supplier, all goods that have been supplied and delivered by the supplier to the purchaser shall be deemed to be the property of the supplier.

In the event that the purchaser sells or disposes of the goods, or any part of them to a third party, the purchaser agrees that proceeds of such sale shall be held on trust for the supplier and the purchaser shall account to the supplier on receiving such proceeds.

In the event that the purchaser affixes the goods to any other goods, or attempts to change the nature or character of any of the goods sold by the supplier, by any mixing or manufacturing process, or otherwise, the resultant goods shall be deemed to be owned by the supplier, and shall be held in trust for the supplier, until payment in full has been made for any monies owing by the purchaser to the supplier on any account whatsoever.

In the event of the suppliers written demand for payment remaining outstanding for a period of seven (7) days from the date of demand, the purchaser irrevocably authorizes the supplier or his representative to enter any premises where the goods, or any of them, are situated, or where the supplier reasonably believes the goods, or any of them are situated, and take possession of and remove those goods without incurring any liability whatsoever.

5. Guarantee & Warranty

Every item sold by the supplier comes with a manufacturers conditional warranty pf either 12 months or two years dependent upon the manufacturer, and are guaranteed to be free from defect at the time of shipment. Any items considered by the supplier to be defective will be replaced provided we are notified within 7 days upon the receipt of the goods, and if we request, the defective or damaged item is returned to us for examination.

The supplier merely passes on any warranty offered by its suppliers or imposed by various laws of the Trade Practices Act, providing the goods are used for the purpose for which they are manufactured and designed.

Any guarantee or warranty is void if repairs are attempted by anyone other than the supplier or their designated representatives. The supplier shall not be responsible for any labour charge or ancillary charge incurred due to the defective nature of any product supplied. Liability, (if any) of the supplier shall be deemed to have been fully discharged be either the replacement or repair of any defective product supplied by the supplier to the purchaser.

6. DISCLAIMER:

Product descriptions, sizes, types and stated quality are to the best of our knowledge correct at the time of publication, either in the catalogue or web site. We accept no responsibility for any discrepancy in this regard. We reserve the right to change product specifications without notice.

7. SHORTAGES AND RETURN OF GOODS:

No claims for shortages, incorrect or damaged goods will be recognized after seven (7) days from receipt of goods

All returns for warranty must be freight prepaid accompanied by the original invoice number and where applicable the consumers purchase docket. Non standard goods or special orders will not be accepted for return.

8. CONTRACT:

The foregoing items and terms and conditions of supply shall constitute an agreement between the supplier and the purchaser.