

# Terms of Sale

## 1. COMPLETE TERMS

These terms alone including the form overleaf govern your purchase of Goods notwithstanding any terms in any of your order forms or other documents. They supersede prior arrangements, written or not.

## 2. PRICE

- (a) The sale will be at our then current prices (which may change without notice).
- (b) You will be responsible for all stamp duty, government charges and taxes.

## 3. ACCEPTANCE

Your order will be an offer to purchase the Goods on these terms. Delivery of the Goods by us will be our acceptance.

## 4. PAYMENT

If you pay by cheque, payment is made only when the funds have cleared.

## 5. TERMS OF PAYMENT

- (a) Unless you have a credit account with us, payment must be made before the Goods leave our premises.
- (b) If you have a credit account with us:
  - (i) we will send you an invoice for the Goods. Payment must be made by the end of the month after the month of delivery;
  - (ii) you indemnify us against any loss, cost, charge or expense (including legal fees and expenses on a full indemnity basis) we incur in pursuing outstanding moneys;
  - (iii) we may change the terms of credit at any time on 7 days' notice;
  - (iv) your status as an account customer is subject to our continuing satisfaction as to your ability to pay within the terms of payment. We may require that payment be made in accordance with paragraph (a);
  - (v) A finance charge of 10% may be applied to overdue accounts.

## 6. DELIVERY AND RISK

We will, at our expense, deliver the Goods to you at your store. Notwithstanding clause 7, risk will pass to you at the entry point to your premises.

## 7. TITLE

- (a) The Goods remain our property until full payment has been made notwithstanding delivery to you. Until then, you will be in a fiduciary relationship with us and will keep the Goods as bailee for us.
- (b) If payment is not made within 7 days of a written demand by us, you irrevocably authorise us (without prejudice to any other remedies we have) to enter where the Goods are stored and retake possession of them. You indemnify us against any loss, cost, charge or expense (including legal fees and expenses on a full indemnity basis) arising from that repossession.
- (c) If you have not paid for the Goods but we have not repossessed them, you may sell the Goods as principal (not agent) in the ordinary course of business and at usual market prices. We will be legally and beneficially entitled to the proceeds of sale to the extent of any payment due to us. You must keep the proceeds of any such sales separate from your own moneys and account to us for the sale proceeds. We will have the right to trace the proceeds according to the rules of common law.

## 8. CLAIMS

Claims for missing or damaged Goods will not be recognised unless received in writing within 14 days of the receipt of the Goods.

## 9. INSURANCE

You must insure the Goods (at your own expense) against any damage and maintain that insurance until ownership and property in the Goods passes to you.

## 10. ABOUT THE GOODS

You acknowledge that:

- (a) you alone are responsible for examining the Goods before accepting them and for satisfying yourself about them, including:
  - (i) their compliance with their description; and
  - (ii) their condition, suitability and fitness for your purposes.
- (b) we have not made any representation, warranty or undertaking about the condition or quality of the Goods, their suitability or fitness for your purposes, or their safety.

## 11. LEGAL WARRANTIES AND LIMITATIONS

You acknowledge that:

- (a) to the full extent permitted by law all express and implied terms, conditions and warranties other than the ones set out in these terms are excluded.
- (b) you may have the benefit of conditions and warranties implied by the Trade Practices Act 1974 to the extent permitted by law. If we have a liability for breach of a condition or warranty implied by Division 2 of Part V of that Act (other than section 69), it is limited, subject to section 68A(2), at our discretion to:
  - (i) replacing or repairing the Goods, or paying for their replacement or repair;
  - (ii) supplying equivalent Goods, or paying for their supply.
- (c) we are not liable for any death or injury to any person or loss or damage to property arising from:
  - (i) the possession, operation or use of the Goods or any items supplied with them;
  - (ii) any act or omission (including negligent acts or omissions) of us or our employees or agents.
- (d) you will indemnify us against any claims made against us by any third party concerning death, injury, loss or damage as set out in subparagraph (c) above.
- (e) you will indemnify us against all losses and expenses we may incur due to your failure to observe your obligations under these terms.

## 12. NON-ACCEPTANCE OR CANCELLATION OF ORDER

- (a) If preparing your order for delivery or the delivery of the Goods is suspended by your instructions or lack of instructions, the price will be increased to recover any extra expenses we incur.
- (b) If you cancel the order before delivery but after the Goods are ready for dispatch, we reserve the right to invoice you and charge for all expenses involved in preparing your order for delivery.
- (c) If you cancel the order before delivery but before the Goods are ready for dispatch, we reserve the right to charge you for all expenses incurred to that stage.

## 13. INSTALMENT CONTRACTS

Where the Goods are to be delivered by more than one delivery, these terms apply separately to each delivery.

## 14. RETURNS

The Company supplies stock on a firm sale basis. We may accept the return of Goods if authorised by a Steve Parish Publishing Pty Ltd representative. If authorised, the Goods must be identified by their invoice number, your name and address, and the Goods must not have been marked or used, or, where the Goods are part of a pack, the pack must not have been broken. Should such Goods be received damaged or returned without authorisation, the Goods will be returned to you at your expense.

## 15. MATTERS BEYOND OUR CONTROL

We will not be responsible for non-delivery or delay in delivery of the Goods caused by any matter beyond our reasonable control, even if that matter exists at the time you agree to these terms. We may deliver those Goods at our option at any subsequent time and you will accept and pay for them.

## 16. GOVERNING LAW

The laws in Queensland govern these terms and we and you accept the exclusive jurisdiction of the Queensland Courts in any dispute between us.

## 17. RESCISSION

If you are served with proceedings under the Bankruptcy Act or the winding up provisions of the Corporations Law or any other similar legislation, we may, in addition to any other course of action available to us, elect to terminate or rescind this contract by giving you notice in writing.

## 18. SEVERANCE

Should any of these terms be void or unlawful, these terms shall be read and enforced as if the void or unlawful term had been deleted.

## 19. NEW ACCOUNTS

Opening orders for new accounts will be held until a completed Account Application form is submitted to Steve Parish Publishing Pty Ltd. Once an account is opened the order will be processed. The completed Account Application form must be received by Steve Parish Publishing Pty Ltd within 4 weeks of placing an opening order, failing which the order will be cancelled.

Steve Parish Publishing Pty Ltd

ABN 57 010 672 554

98 Factory Road, Oxley Queensland, 4075 Australia • PO Box 1058, Archerfield BC, Queensland 4108 Australia

-Ph (07) 3278 6511 • Fax (07) 3278 6311

Email: [custserv@steveparish.com.au](mailto:custserv@steveparish.com.au) • Web: [www.steveparish.com.au](http://www.steveparish.com.au)