

Cemworld Pty Ltd T/As Stellar Cleaning Solutions Australia Standard Trading Terms & Conditions of Sale

Delivery & Freight Charges

- (i) Delivery fee is \$15.00+GST for orders under \$100.00+GST (not including backorders)
- (ii) Larger Items may incur a greater fee for freight/delivery
- (iii) Delivery of items up to 14 working days once payment has been processed and cleared
- (iv) Backordered items will be dispatched once items return back in stock (at no fee)
- (v) Goods delivered are used, stored and installed at the Customer's own risk and Cemworld Pty Ltd will not be liable for any damages, loss or disruption caused by the same. Where installation/disconnection services have been ordered by the Customer, further charges, terms and conditions may apply as communicated with Cemworld Pty Ltd to the Customer before delivery.
- (vi) All large machinery, refrigeration and flat packed Goods are delivered to curbside locations only. The delivery person/driver may at his/her discretion assist with the delivering the Goods to a location within the premises nominated by the Customer, at the Customer's sole risk.
- (vii) Goods sold are not insured for delivery unless confirmed as insured by Cemworld Pty Ltd on acceptance of the Order.
- (viii) Goods that are damaged on delivery must be reported to Cemworld Pty Ltd within 24 hours of receiving the goods. Large Goods such as fridges must be visually inspected by the Customer on delivery for damage and acceptance of delivery docket completed noting and damaged that resulted for delivery. Goods that are missing, delivered faulty or defective by Cemworld Pty Ltd may be replaced, repaired, refunded or exchanged at Cemworld Pty Ltd discretion provided Cemworld Pty Ltd in informed within 2 days. Certain Goods may be disposed of in accordance with Cemworld Pty Ltd safety instructions for replacement, refund or exchange with Cemworld Pty Ltd prior approved.

Payment and Settlement Terms

- (i) All accounts are to be settled in full before item/s are ordered and dispatched
- (ii) Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including debt collection agency fees and solicitor's costs
- (iii) The Supplier shall be entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.
- (iv) If Customer fails to pay any debt due to the Supplier by the date for payment, the Supplier may retake possession of Goods. All costs of such repossession of Goods by the Supplier will be payable by Customer. Such rights shall be without prejudice to the Supplier's right to claim damages from the Customer for breach of contract.
- (v) Customer shall indemnify the Supplier against any loss or expense arising from the Customer breaching this Contract.
- (vi) Cemworld Pty Ltd reserves the right to charge interest on late or overdue payments by the Customer
- (vii) Cemworld Pty Ltd reserves the right to terminate this Agreement if the Customer cannot pay it's debts or becomes bankrupt or has a winding-up order made or an administrator, liquidator, receiver or similar is appointed over the whole or a substantial part of the assets and undertaking of the Customer.
- (viii) Cemworld Pty Ltd reserves the right by notice to the Customer, to cancel or suspend any Orders where payments have not been received in accordance with clause.
- (ix) All orders must be paid in full before item/s are dispatched to the Customer
- (x) Unless otherwise stated, all prices quoted exclude GST. GST will be charged in accordance with the relevant regulations in force at the time of order.
- (xi) All Orders may be subjected to further credit or security checks.

Ordering Terms

- (i) Customers placing Orders for age-restricted goods such as solvents and knives confirm that they are over 18 years of age and that delivery will be accepted by a person over 18 years of age.
- (ii) Cemworld Pty Ltd reserve the rights to cancel any Order where it is reasonably suspected that the Customer is not legally permitted to Purchase any Goods specified in the Order (such as solvents and knives)
- (iii) All orders must be paid in full before item/s are dispatched to the Customer
- (iv) Occasionally an error may cause the price published or advertised for Goods to be incorrect, in which case Cemworld Pty Ltd will be under no obligation to honor the incorrect price.

Privacy Act.

- (i) **Acknowledgement that credit information may be given to a credit reporting agency**, the Customer understands that section 18E(8)(c) of the Act allows the Supplier to give a credit reporting agency certain personal information about the Customer. The information which may be given to an agency is covered by section 18E (1) of the Act and includes: Particulars to identify the Customer, The fact that the Customer has applied for credit and the amount, The fact that the Supplier is a credit provider to the Customer, Payments which become overdue more than 60 days, Advice that payments are no longer overdue, Cheques of \$100 or more drawn by the Customer which a Bank has dishonored more than once, In specified circumstances, that in the opinion of the Supplier the Customer has committed a serious credit infringement, That the credit provided to the Customer by the Supplier has been discharged.
- (ii) **Authority for the Supplier to obtain certain credit information.** To enable the Supplier to assess the Customer application for commercial or personal credit, the Customer authorises the Supplier as follows: If asked to provide commercial credit, to obtain from a credit reporting agency a credit report containing personal credit information about the Customer. This is in accordance with section 18K (1)(b) of the Act. If asked to provide personal credit, to use a credit report containing information about the Customer's commercial activities or commercial creditworthiness, from a business which provides information about the commercial creditworthiness of a person. This is in accordance with section 18L(4) of the Act.
- (iii) **Authority to exchange information with other credit providers.** In accordance with section 18N (1)(b) of the Act, the Customer authorises the Supplier to give to and receive from the credit providers named overleaf or that may be named in a credit report issued by a credit reporting agency, information in the supplier's possession or the other credit provider's possession about the Customer's creditworthiness, credit standing, credit history and credit capacity. The Customer understands the information may be used to: (a) Assess an application for credit by the Customer, (b) Assist the Supplier in avoiding default on the Customer's credit obligations, (c) Notify other credit providers of a default by the Customer, (d) Assess Customer's creditworthiness.

Title To Goods

- (i) Risk passes to Customer on delivery. All Goods shall remain the property of the Cemworld Pty Ltd until all debts due to the Supplier by Customer are paid in full.
- (i) These Conditions of Sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Customer or the liabilities imposed upon the Supplier by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction, or modification.
- (ii) If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
- (iii) In the case of a Trust Company we acknowledge that the Trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.
- (iv) Change of ownership -Registered Particulars -The Customer shall no later than 14 days prior to any proposed changes of ownership, change in, Registered Particulars, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed change and the Customer shall notify the Supplier of any change, alteration or addition to the Customer's internal structure and shall provide full details of the proposed change, alteration or addition, to the Supplier and the Customer shall be liable for any goods supplied by the Supplier after such change alteration or addition unless the Supplier shall have acknowledged by writing acceptance of the intending change, alteration or addition.