

JAYVEE HARDWARE SALES PTY. LTD.

A.C.N. 052 208 223 / A.B.N. 84 052 208 223

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TERMS AND CONDITIONS OF SALE.

Any order placed by the Purchaser is deemed to be an order incorporating these terms and conditions, notwithstanding any inconsistencies which may be introduced in the Purchaser's order of acceptance, unless agreed to by Jayvee Hardware Sales Pty Ltd in writing.

PAYMENT:

Our payment terms are Nett 30 days, payable within 45 days.

PRICING:

All prices are Nett, exclusive of GST, and subject to change without notice.

FREIGHT CHARGES – exclusive of GST:

Melbourne Metro Area, a flat rate of \$5.00 applies if sent by overnight courier. Orders under \$25.00 in value, exclusive of GST, will attract a \$5.00 handling fee.

Country and Interstate, our prices are ex Melbourne, unless otherwise agreed to by Jayvee Hardware Sales Pty Ltd.

RETURNS:

No returns will be accepted unless authorised by Jayvee Hardware Sales Pty Ltd. Returns must be in the original packaging and, unless a valid reason is given, a restocking fee of 15% will be applied.

DELIVERIES:

Any discrepancies must be reported to Jayvee Hardware Sales Pty Ltd. Within 7 days of the date of delivery. After 7 days, claims will not be recognised.

Jayvee Hardware Sales Pty Ltd will not be liable for any loss or damage arising as a result of any delay in the delivery of goods or failure to deliver goods within the delivery time required by the Purchaser.

OWNERSHIP:

All goods remain the property of Jayvee Hardware Sales Pty Ltd until all monies outstanding are fully paid. Jayvee Hardware Sales Pty Ltd reserves the right to enter the relevant premises at any time and take back all goods supplied and still present there, if and when any monies are outstanding.

STOCK:

While Jayvee Hardware Sales Pty Ltd endeavours to keep most products in stock, shortages do occur and are inevitable. Back orders will only be kept at the customer's request.

GENERAL CONDITIONS:

No warranty is given by Jayvee Hardware Sales Pty Ltd or shall be implied, that work done or goods supplied are suitable for the Purchaser's purpose, unless such purpose has been specified and agreed to in writing, nor shall Jayvee Hardware Sales Pty Ltd be liable for any damage and/or personal injuries resulting from unsuitability for any purpose nor for any loss resulting from third party claims. Any damage recoverable as a result of any breach shall not extend to consequential damages or loss of profits on resale.