



TERMS & CONDITIONS OF SALE

Effective: 1st July 2009

Home and Human Fashion Pty Ltd (ABN 25 129 873 749) shall only supply goods on the following terms and conditions unless the Company agrees, in writing, to vary these Terms and Conditions:

1. Definition

In these Terms and Conditions of Sale, the expression "the Company" shall mean Home and Human Fashion Pty, and the expression "the Purchaser" shall mean any party contracting for the supply of products by the Company.

2. Minimum Order and Product Prices

For minimum order requirements please refer to the Company's standard *Order Form*. Prices quoted on the *Order Form* do not include delivery and/or handling charges. The Company shall be entitled to adjust any price quoted from time to time and the Purchaser agrees to pay the adjusted price to take account of variations in the cost to the Company. The Company cannot accept responsibility for out of date prices published in the Company's own trade price list. GST is added to net prices at the rate ruling the date of despatch; variations in the costs of rates of all statutory, government or local government or governmental authority charges and obligations; or any corrections of errors or omissions on the part of the Company or any of its representatives.

3. Proforma Orders

Non-credit account orders are required to meet a minimum purchase value of \$500.00 (Australian Dollars) + GST. A standard Handling and Delivery Charge also applies. A full payment with order is required before shipment of goods.

4. Credit Terms

Full payment must be received by the Company within **30 days net from date of invoice** unless other arrangement has been made in writing by the Company. The Company reserves the right to suspend the delivery of further goods if the terms of payment are not strictly adhered to by the Purchaser. Any expenses, costs or disbursements incurred by the Company in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Purchaser along with the outstanding debt due.

If the Purchaser defaults in the payment of any overdue account, all monies owing for goods delivered shall be payable forthwith and credit facilities may be withdrawn without prior notice by the Company. Amounts not paid by the Purchaser by the due date may be subject to an additional interest charge of 5% calculated daily on the full debt plus the outstanding amount.

Property of any products supplied by the Company to the Purchaser shall not pass until the products have been paid in full.

In the event payment is not received for any overdue account, if an application for the winding up of the Purchaser is filed, if the Purchaser is placed into liquidation or official management or a receiver and manager or an agent in possession is appointed, if placed under administration; the Company (prior to the full payment for the products) is irrevocably authorised to enter the Purchaser's premises and remove any products which are owned by the Company, and the Purchaser shall be liable for all costs incurred by the Company in exercising the right of retrieval, including all legal costs.

5. Return of Products

The Company shall not accept the return of goods for credit or for any other purpose, unless agreed to in writing by means of a *Return Authorisation Form*. Return Authorisation Form of goods will only be accepted for credit within 5 working days of delivery. Freight costs, associated with the return of goods, will be absorbed by the Company only when an error occurs on the Company's part.

Returned goods shall not be accepted by the Company if: they have been tampered with by the Purchaser or any other person and are not new (this includes individual store barcoding and labelling); the goods have been expressly sold on a non-return basis; if they are not accompanied by the *Return Authorisation Form*. When goods are returned to the Company, the freight will be at the Purchaser's cost unless the error is on the Company's behalf.

The Company is entitled to charge an additional \$50.00 handling charge for the return of goods if received after the 5 day return period.

6. **Damaged and Lost Goods**

Products **must not** be signed for if damaged and should be reported to the Company immediately to arrange a replacement. The Company will not accept claims for damage inflicted to products in transit if the delivery is signed for and accepted by the Purchaser. The Company will not accept responsibility for any part delivery or delay in delivery of the goods as a result of events occurring beyond the Company's control. The Company will not be in any way responsible for any consequences (direct or indirect) arising from such delay or non-delivery.

7. **Delivery**

The Company shall deliver the goods to the address stated in the Purchaser's *Account Application Form*. Any changes to the nominated delivery address must be communicated in writing by the Purchaser as soon as possible. The Company shall be entitled to charge for and recover from the Purchaser on all demand, costs or loss occasioned by the failure by the Purchaser to collect or take delivery of the goods.

The Company shall deliver the goods by such carrier and such form of transport considered appropriate by the Company. Delivery date or time cannot be guaranteed and is subject to the carrier's schedule and terms and conditions of sale.

8. **Back Orders**

The Company cannot guarantee availability of all items at all time. Items temporarily out of stock will be placed on back order and will show on Purchaser's Tax Invoice. When items on back order become available the Purchaser will be informed and given the choice to have back ordered items delivered straight away (and accept to pay for delivery charge), to add items to his back order or to have his back order sent together with his next order.

9. **Payments**

Preferred payment is by EFT to our ANZ bank account. The company also accepts payment by cheque and **Credit card** (Visa & Mastercard only).

10. These Terms and Conditions are subject to change without notice.

11. These Terms and Conditions and any contract made between the Company and the Purchaser hereunder shall be governed by and constructed in accordance within the laws of the State of New South Wales.