



www.junctiontools.com.au

Junction Tool Supplies

Unit 1/227 Fitzgerald Rd Laverton North, Vic 3026

Telephone: (03) 9689 8777

Email: sales@junctiontools.com.au

GENERAL TERMS & CONDITIONS OF SALE

1. Introduction

- 1.1 These terms and conditions of Sale ("Terms") constitute a legally binding agreement between Remi Pty Ltd T/A Junction Tool Supplies ("Seller", "we", "us") and the customer ("Buyer, "you") for the provision of goods and services on credit.
- 1.2 These terms apply to all credit account transactions between the Seller and Buyer unless otherwise agreed upon in writing.

2. Credit Account Application

- 2.1 To establish a credit account with us, you must complete and submit a Credit Application form.
- 2.2 We reserve the right to approve or decline credit applications at our sole discretion.
- 2.3 The buyer warrants that the information provided by the Customer in this Application form is true & correct. You acknowledge that Junction Tool Supplies in providing the goods to the buyer will act in reliance on this information.

3. Credit Limit

- 3.1 We will assign a credit limit to your account. You agree not to exceed this limit without our prior written consent.

4. Payment Terms

- 4.1 These Terms and Conditions are applicable to all Buyer purchases regardless of how the purchase request is made and by whatever means the order is transmitted (e.g. Phone, email, fax, web etc)
- 4.2 Invoices are due for payment within 30 days from the end of the month in which the goods or services were provided.
- 4.3 Late payments may be subject to interest charges as per the applicable legal rate in Victoria, Australia.
- 4.4 Any costs and expenses incurred by us against the Buyer whether for debt, possession or otherwise will be the responsibility of the Buyer.
- 4.5 Where the Buyer exceeds the credit limit, the Seller may refuse to supply goods or services irrespective of whether an order has been accepted or not and will not be liable for any Loss resulting directly or indirectly from such action.

4.6 Customers' credit limits will be reviewed periodically and may be revoked at any time due to poor payment history whereupon all amounts owing to Junction Tool Supplies shall be paid immediately and the account to revert to COD.

5. Delivery & Risk

5.1 Risk in the goods will pass to the Buyer upon delivery.

5.2 Delivery of goods is taken to occur at the time that;

(a) The customer or customer's nominated carrier takes possession of the goods at the Junction Tool Supplies address or

(b) Junction Tool Supplies (or Junction Tool Supplies' nominated carrier) delivers the goods to the customer's nominated address, even if the customer is not present at the address.

5.3 Any delivery times or dates provided are estimated and not guaranteed.

6. Retention & Passing of Title

6.1 Title to the goods remains with the Seller until payment is received in full and all other debts owing to the Seller by the Customer have been paid. In the case of payment by cheque this shall mean when the cheque is duly honoured.

6.2 Until full payment is made the Customer shall hold the goods as bailee on behalf of the Seller.

7. Returns

7.1 Any returns must be approved first by us.

7.2 A return of goods must be in the same order and condition as they were in when supplied to the Buyer.

7.3 We are under no obligation to provide a refund for goods purchased, as deemed necessary.

7.4 We may apply a 10% percent, re-stocking fee to the total value of the goods for return, as deemed necessary.

8. Default

8.1 The Seller reserves the right to suspend or terminate the credit account and demand immediate payment if;

(a) the Buyer fails to comply with these terms, including but not limited to overdue payments or exceeding the payment limit.

(b) the Buyer becomes insolvent or enters bankruptcy or the Seller notifies in writing the Buyer of its view that the Customer is in financial difficulties.

(c) an administrator or receiver is appointed or any guarantor of the Buyer's indebtedness to the Seller revokes its guarantee.

8.2 In the event of termination occurring as specified in clause 8.1, the Seller will have an immediate right to possession of Goods held by the Buyer and all other debts owing by the

Buyer to the Seller. The Seller will not be liable for any loss suffered by the Buyer as a result of the Seller taking any action under this clause.

9. Privacy

9.1 All emails, documents, images, and recorded information held or used by Junction Tool Supplies is Personal Information and therefore considered confidential.

The customer agrees that personal information provided may be used and retained by Junction Tool Supplies for the following purposes;

- (a) the provision of Goods or Services
- (b) checking the customer's credit, payment and/or status in relation to the provision of goods and services.
- (c) processing of any payment instructions, direct debit facilities and or credit facilities requested by the customer.
- (d) enabling the collection of amounts outstanding in relation to the goods and services.

10. GST

10.1 To the extent that the supply of Goods under this agreement is a taxable supply the fee shall be increased by the amount equal to any GST which the Customer is liable to pay in respect to that supply. The expressions of 'GST', 'supply', 'taxable supply' and 'tax invoice' have the same meanings as in A New Tax System (Goods and Services Tax) Act 1999.

11. Governing law

11.1 The supply of goods and services by the seller to the customer and these terms and conditions shall be governed and construed in accordance with the laws of the State of Victoria and the Parties hereby submit to the jurisdiction of the Courts thereof.

12. Amendments

12.1 We reserve the right to amend these terms at any time by providing written notice to the Buyer.

13. Contact Information

13.1 For any inquiries or correspondence related to these terms, please contact us at

Sales: (03) 9689 8777 sales@junctiontools.com.au

Accounts (03) 9689 8777 accounts@junctiontools.com.au