



Terms and Conditions

These Terms and conditions shall apply to the establishment, operation and use of the Account opened by the seller in the Purchaser's name and to all transactions effected by the Purchaser on such Account.

In these Terms and Conditions:

"Account" means the account maintained by the Seller in the name of the Purchaser to facilitate the purchase of goods from the Seller. "Seller" means any one or more of the companies or divisions in the Gavan Group including Secureload Pty Ltd that maintain an account or accounts in the name of the Purchaser and/or who sells goods and/or services to the Purchaser from time to time. "Purchaser" means the company, firm or person identified as the "Applicant" on the Credit Application Form and/or in whose name an account or accounts are maintained by the Seller and/or who acquire goods and/or services from the Seller from time to time.

Orders are accepted only upon and subject to these Terms and Conditions which shall have force and effect as if incorporated into the Purchaser's orders and no variation shall apply unless with the written agreement of the Seller.

A formal contract shall be deemed to have been entered into upon receipt by the Seller of an order, either written or verbal, from the Purchaser at any of the Seller's places of business ("the contract").

All prices quoted in the Sellers price lists and catalogues are subject to change without notice and the Seller reserves the right to invoice the goods sold at the revised prices.

All measurements and dimensions supplies by the Seller to the Purchaser are given in good faith but are subject to change without notice.

All prices quoted in the Seller's price lists are exclusive of sales tax and duties.

If for any reason beyond the control of the Seller, orders cannot be filled at the time stipulated by the Purchaser, the Seller shall be entitled to terminate the Contact and Purchaser shall not have any claims for damages arising out of such cancellation, without prejudice to the rights of the Seller to recover all sums owing to it in respect of the deliveries made or services provided prior to the date of such termination.

The Purchaser shall not cancel any order received by the Seller without the consent of the Seller first being obtained. In the event of the Seller agreeing to accept a return of the goods, these shall be returned to the Seller at the expense of the Purchase, and the Seller at the expense of the Purchaser, and the Seller shall credit the Purchaser's account with an amount equal to ninety (90) per centum of the invoiced value of the returned goods.

Unless otherwise agreed in writing by the Seller, the Purchaser shall pay the Seller the amount owed for goods supplied to the Purchaser as set out on the Seller's invoice within twenty (20) days from the end of the month in which the goods are supplied ("the Due Date"). The Seller extends no credit to the Purchaser beyond the Due Date. In the event that the Purchaser fails to pay the total amount owing in respect to goods supplied by the Due Date, the seller may require the Purchaser to pay the Seller by way of liquidated damages a default charge being a sum which is calculated by the application of a daily percentage rate of 0.05% on the unpaid balance of the amount due from the Due Date until the total is paid in full.

In the event of the Purchaser's default under these Terms and Conditions, the Purchaser shall pay to the Seller upon demand all costs and expenses including all recovery and legal costs (assessed on a solicitor and own client basis) incurred by the Seller in the enforcement of it's rights hereunder.

The liability of the Seller for damages out of the contract shall be limited to the costs of rectification of any faulty workmanship or material other replacement of any faulty goods and the Seller accepts no responsibility or liability whatsoever including liability for negligence, goods that do not correspond with the description on the Seller's invoice and/or on the packaging of the goods sold or any liability for consequential loss however arising. All conditions and warranties contained in or implied by any statute or rule of law are hereby expressly excluded and negated provided that nothing in these Terms



and Condition shall exclude, restrict or modify and condition, warranty, or liability which may at the time by implied where to do so is illegal or would render any provision of the contract void.

In cases where the Seller accepts the responsibility for delivery by rail, ship, aircraft or other vehicle, the Purchaser will be responsible for the immediate examination of the goods supplied after the arrival at their destination and in the event of any goods arriving in a damaged condition, the Purchaser must notify the Seller in writing within five (5) days of the delivery and all queries regarding goods supplied, invoicing or shortages must be advised within five (5) days of delivery. Where the Seller accepts responsibility for delivery of the goods, the Seller shall not be liable to the Purchaser in relation to any defective goods unless notice of such defectiveness has been given within five (5) days of receipt of the goods by the Purchase. In the event of the Seller delivering the goods to the Purchaser's nominated carrier the Purchaser shall be responsible for the expense of that carrier, and the Seller shall be liable only to replace defective or faulty goods and not goods damaged in transit.

Goods ordered shall be supplied ex-stock of the Seller but should the Seller be out of stock at the time required for that delivery, any undelivered stock shall be placed on back order and delivered when they become available, unless the Purchaser within two (2) working days of the receipt of the invoice showing the back order, notifies the Seller that the Purchaser no longer requires such goods. No claim for short deliveries will be accepted unless notified within seven (7) days of receipt of the goods.

Notwithstanding anything to the contrary express or implied in these Terms and Conditions: -

Property in all goods supplied by the Seller to the Purchaser shall remain with the Seller and shall not pass to the Purchaser until the Seller has received payment in full for the goods and until all outstanding debits owed by the Purchaser to the Seller arising from the operation of the Account have been paid;

Until such time as the Seller has received payment in full for all the goods and until all outstanding debts owed by the Purchaser to the Seller arising from the operation of the Account have been paid the Purchaser shall hold all the goods bailee for the Seller and shall store and identify all the goods in a manner which enables them to be clearly identified as goods to the Seller;

In the event that the Purchaser commits an act of bankruptcy, or where the Purchaser is a company has a receiver appointed to it or goes into liquidation, the Seller shall be entitled to immediate possession of all the goods supplied by it to the Purchaser remaining at the time in possession of the Purchase and is authorised to enter upon the Purchaser's premises to collect such goods without prejudice to any other rights of the Seller;

If the Seller retakes possession of any of the goods pursuant to the clause above mentioned, the Seller shall have the right to sell the goods to any other party;

If the Purchaser fails to make full payment for any goods supplied the cost of recovering the full payment shall be borne by the Purchaser.

The Purchaser agrees to notify the Seller in writing of any change in ownership of the Purchaser within five (5) days from the date of such change and indemnifies the Seller against any loss or damage incurred by it as a result of the Purchaser's failure to notify the Seller of any change. All products supplied by the Seller to the Purchaser shall be for use on internationally owned and operated shipping containers temporarily imported into Australia, the Purchaser agrees to advise the seller in writing within five (5) days if any goods supplied by the Seller to the Purchaser are to be used on domestic containers and indemnifies the Seller from any action pertaining to the use of international products used on domestic containers.