

**FINLAY PLUMBING PTY. LTD.**

**GENERAL TERMS AND CONDITIONS**

All transactions between **Finlay Plumbing Pty. Ltd. ACN 006 931 317** ("the supplier") and any party purchasing goods from the supplier ("the customer") are governed by and subject to these General Terms and Conditions:

1. Any quotation submitted shall only be valid for acceptance for a period of 14 days. Thereafter any acceptance by the customer shall be deemed to be a new offer that may be accepted or rejected by the supplier.
2. All goods and services are to be paid for within 14 days of the goods being delivered and/or the services provided unless stipulated otherwise in any credit application. All money owing after the due date shall bear interest on a daily basis until paid at the rate of 15% per annum or such other rate as stipulated in any credit application.
3. All prices quoted or charged are, unless otherwise stipulated, exclusive of GST. The customer shall pay GST in addition to any charge imposed by the supplier at the time of payment for the goods and/or services.
4. Title to all goods delivered, supplied or sold by the supplier to the customer only passes to the customer free of any encumbrances and all other adverse interest upon payment in full by the customer in relation to those goods. The supplier reserves the following rights in relation to the goods until the goods are paid for in full:
  - (a) to enter the customer's premises or the premises of any agent of the customer where the goods are located, without liability for trespass or any resulting damage, and retake possession of the goods;
  - (b) to keep or resale any goods repossessed.If the goods are resold by the customer, the customer shall hold such part of the proceeds of such sale as represents the invoice price of the goods sold in a separate identifiable account as the beneficial property of the supplier and shall pay such amount to the supplier upon request. Notwithstanding the provisions above the supplier shall be entitled to maintain an action against the customer for the purchase price and the risk of the goods shall pass to the customer upon delivery.
5. All goods are received by the customer subject to inspection within a reasonable time after delivery irrespective of date of payment. The customer must properly notify the supplier of any defects and hold the goods so found until inspected by the supplier. The customer shall not be entitled to make any claim against the supplier once the goods have been installed.
6. The customer waives any claim for shortage of any goods delivered if a claim in respect for short delivery has not been lodged with the supplier within 7 days from the date that the goods are delivered to the customer.
7. To the extent permitted by law, all representations, warranties, guarantees, implied terms and conditions in relation to the supply of the goods are hereby excluded.
8. The law implies terms, conditions, warranties or guarantees ("prescribed terms") into contracts for the supply of goods and prohibits the exclusion, restriction or modification of certain terms, conditions, warranties or guarantees. Some prescribed terms permit a supplier to limit its liability for a breach of the prescribed terms. To the extent that the supplier is not prohibited by law from doing so:
  - (1) the liability of the supplier in respect of a breach of a prescribed term relating to the goods or any part of the goods is limited at the option of the supplier to the replacement or repair of the goods or part thereof or payment of the cost of repairing or replacing the goods or any part of the goods;
  - (2) in these conditions the customer does not have under any circumstances any cause of action against or right to claim or recover from the supplier for, or in respect of, any loss or damage of any kind whatsoever, caused directly or indirectly by:
    - (a) any defect in material or workmanship of, or any other defect whatsoever in, or unsuitability for, any purpose of the products or any part of the products; or
    - (b) by default or negligence on the part of the supplier or of any employee, contractor or agent of the supplier or of any person for whom the supplier has legal responsibility relating to the supply of, or otherwise concerning goods or any part of the goods.
9. To the extent permitted by law, the supplier is not liable to the customer in contract or in tort arising out of, or in connection with, or relating to:
  - (a) the performance of the goods or any breach of these conditions; or
  - (b) any fact, matter or thing relating to the goods; or
  - (c) any error (whether negligent or in breach of contract or not) in information supplied to the customer or a user before or after the date of the customer's or user's use of the goods.
10. These terms and conditions supersede and exclude all prior and other discussions, representations (contract or otherwise) and arrangements relating to the supplier of the goods or any part of the goods including, but without limiting the generality of the foregoing, those relating to the performance of the goods or any part of the goods or the results that ought to be expected from using the goods.
11. The maximum liability of the supplier under this agreement for any reason whatsoever, whether arising in tort or contract or any other cause of action, is hereby limited to \$10,000.00 and subject to any statutory obligations (including under the Australian Consumer Law).