



# alfa pak supplies pty ltd

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## TERMS & CONDITIONS

### Terms of Payment

Terms are strictly cash on delivery unless a credit facility has been granted by Alfa-Pak Supplies (referred to herein as "the Company")

### Credit Terms

- a) Credit will only be granted at the sole discretion of the Company, consequently upon the submission of a completed Application for Credit and any credit granted may be revised by the Company at any time at its discretion.
  - b) All accounts are payable strictly net 30 days from end of month.
- All credit sales are made upon the following Terms and Conditions. The Company reserves the right to withdraw credit facility upon breach by the customer of any of these terms and conditions. The customer herein agrees that upon such withdrawal, any and all monies owing on the account become due and payable immediately.
- c) If these terms and conditions are not strictly observed by the customer, the Company may in its absolute discretion, refuse to supply to the customer and the Company shall not be liable to the customer for any loss or damage the customer may sustain as a result of such refusal.
  - d) The costs of collection of any monies due and payable by the customer, including the fees to any Collection Agency or Solicitor engaged by the Company shall be payable by the customer together with interest at the rate of 2% per month on any outstanding monies due to the Company.
  - e) An account service fee of \$25.00 per month **may** apply for all requests for additional invoices, statements, delivery dockets or any other documentation.
  - f) Credit card payments will attract a 1.75% surcharge.

### Pricing

- a) The Company reserves the right to vary quoted prices, with appropriate notice, in accordance with variations in currency exchange rates. Government taxes and charges, import duties, transportation costs and any other cost, tax or charge of a similar nature.
- b) Quoted prices do not include Government Sales Tax. From 1/7/2000 customers will be charged GST (Goods and Service Tax) at the appropriate rate.
- c) A nominal \$20.00 delivery fee applies to each invoice. Where the customer nominates a delivery on site, additional freight charges **may** apply based on accessibility of the Company's transport vehicle. A courier service can be arranged for and on behalf of the customer, if required. The courier fees charged to the Company will be passed on to the Customer. In such a case, the goods are at the customer's risk from the time they leave the warehouse and, in no circumstances, shall the Company accept any liability in relation to any transport arranged.

### Title

- a) Title to all goods supplied by the Company remains with the Company and does not pass to the customer until payment is made by the customer for all goods supplied to it by the Company.
- b) Prior to title to such goods passing to the customer, the customer agrees to hold any goods delivered to it by the Company as (a).
- c) Notwithstanding sub paragraphs (a) and (b), the customer may sell any goods to a third party in the course of business and deliver them to that party, providing that:
  - i) Where the customer is paid by that party, the customer holds the whole of the proceeds of sale on trust for the Company; and
  - ii) Where the customer is not paid by that party, the customer agrees to assign to the option of the Company, its claim against that party to the Company upon receiving notice from the Company that it requires such assignment.
- d) Prior to title in such passing to the customer or the goods being sold to a third party, the customer agrees to store those goods a fiduciary for the company.
- e) Prior to title to such goods passing to the customer or the goods being sold to a third party, the customer agrees to store those goods in a manner which clearly indicates that title to them remain with the Company.
- f) Prior to title to such goods passing to the customer or the goods being sold to a third party, and notwithstanding that the title to such goods remains with the Company, the customer agrees to hold the goods at it's risk and be liable to compensate the Company for all loss or damage sustained to the goods whilst they are in it's possession.
- g) Prior to title to such goods passing to the customer or the goods being sold to a third party, the customer agrees that the Company is able to enter upon the customer's premises and retake possession of the goods
- h) The provisions of this clause apply notwithstanding that the Company may have allowed credit to the customer.
- i) Each of the sub paragraphs of this clause 6 shall be sever able with the intent that the remaining sub paragraphs continue to have effect.

**The Company reserves the right to request a Deed of Guarantee from Company Director's prior to the granting of**

### Credit Facilities Liability

The goods as set out in the Company's specifications are only intended to reduce the risk of loss of and damage to property and entry to person's in. on or near the premises in which the goods are installed to the extent that is reasonably practicable by use of such goods.

### Complaints

Any complaints which the customer may have regarding goods supplied by the Company failing to correspond with the goods ordered shall be made by the customer to the Company in writing within 7 days of delivery. If no written complaint is received by the Company within that time, the customer agrees that it shall not raise any complaint and shall be deemed to have accepted the goods delivered.

### Return of Goods for Credit

The Company will only accept goods returned to it for credit by prior agreement to the extent that goods supplied by the Company do not correspond with the goods ordered by the customer. Except in the case of goods incorrectly supplied, the Company will refund the purchase price or credit the customer's account (as applicable) with the purchase price of the goods subject to an administrative charge of 10% of the purchase price of the goods.

### Proper Law

The proper law of any contract for supply of goods by the Company shall be the Law applicable in Victoria and the customer agrees to submit to the nonexclusive jurisdiction of the Courts of the State of Victoria.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_