

**TERMS AND CONDITIONS OF SALE**

1. Macsim Fastenings Pty Ltd, ABN 30 000 056 119, is referred to as Macsim hereunder.
2. Acceptance of goods. By accepting delivery of the goods described in invoice in whole or part the purchaser acknowledges having agreed to purchase the goods subject to the conditions of same hereafter set out and agrees to be bound by such conditions.
3. Risk: the risk in the goods shall pass to the purchaser at the time of delivery of the goods to the purchaser by Macsim at the place (if any) nominated. If delivery of the goods is delayed due to any circumstances beyond the control of the vendor then the risk passes the purchaser on the day when the goods were dispatched by the purchaser's nominated carrier.
4. All prices in our current price list are subject to change without notice. E&OE.
5. All claims must be made in writing within 7 days of delivery, and the purchaser shall have no right to make any claims after that date.
6. Any copy invoice, credit note, or proof of delivery required after 90 days are subject to a \$6.00 fee.
7. Goods returned without a valid reason are subject to a 15% restocking fee.
8. Any goods returned to any of our warehouses must be returned only by our nominated carrier, no other carriers charges will be accepted.
9. Our trading terms are nett 30 days and we expect the account to be paid by 45 days, accounts will be liable to be closed if not strictly adhering to our terms.
10. We reserve the right not to supply any order under \$50.00
11. Orders under \$100.00 are subject to \$8.00 service charge.
12. All goods are FIS metropolitan areas and FOR country areas.
13. Pick up orders require a minimum notice of 2 hours.
14. PROPERTY:
  - (a) The property in the goods shall remain with Macsim and shall not pass to the purchaser until Macsim has received payment in full for the goods.
  - (b) Macsim has the right to recover possession of the goods from the purchaser at any time prior to such payment being received by macsim and for this purpose the purchaser hereby authorises Macsim its servants or agents to enter upon the premises of the purchaser to collect the goods.