

# Corporate Supply Solutions Australia Pty Ltd Terms and Conditions of Trade

Version 1.1 28 February 2018

Between "Corporate Supply Solutions Australia Pty Ltd ABN 13 168 265 638 – "the company" and customer detailed in this agreement.

## 1. DEFINITIONS

Definitions In these Terms and Conditions, unless the context otherwise requires:

1.1 "Customer" means the person(s) (including a body corporate) who orders the products and/or services from the company (and including any person acting on behalf of and with the express authority of the Customer);

1.2. "Invoice(s)" means the tax invoice(s) provided by the company to the customer in relation to the order and purchase of products and/or services by the customer;

1.3. "Price" means the price payable by the customer to the company for the products and/or services in accordance with clause 3 of these Terms and Conditions;

1.4 "Products and services" means goods and/or services supplied by the company to the customer (and where the context so permits shall include any supply of services as agreed between the parties) and are as described on the Invoices, or any other forms provided by the company to the customer;

1.4. "Company" means Corporate Supply Solutions Australia Pty Ltd (ABN 13 168 265 638) 127 /202 Jells Rd Wheelers Hill Vic 3150, and its successors and assigns (and including any person acting on the behalf of and with the authority of the Seller);

1.5. "Terms and Conditions" means the terms and conditions set out in this document

## 2. SUPPLY OF GOODS / TRADING TERMS

All supply of products and services are subject to credit approval at time of shipment and are consigned directly from the wholesale supplier nominated at the sole discretion of the Company.

Freight charges may apply up to \$29.95 (exclusive of GST) per order depending on location of the customer. Photocopier and printer hardware freight charges will be higher and advised at time of purchase.

The company will not be held responsible to the customer for delays due to:

- Suppliers' and manufacturers' inability to deliver the goods in time;

- Shipping delays due to break-down or strikes;
- Other factors which may delay delivery and which are beyond the Company's control;
- The Company is not liable for any failure to meet such delivery date.

All contracts for the sale of the goods the subject of this order shall be deemed to be made in the State of Victoria. All payments shall be made to the Company's principal place of business or as otherwise agreed in writing. Corporate Supply Solutions Australia Pty Ltd abides by the Competition and Consumer Act (2010).

## 2.1 Invoice Payment Terms

Corporate Supply Solutions Australia Pty Ltd trades on 30 day payment terms (from date of invoice) for supply of goods and services. Registered businesses accepted only for 30 day trading terms. If you require extended trading terms please contact our accounts department via email [accounts@corporatesupplysolutions.com.au](mailto:accounts@corporatesupplysolutions.com.au)

## 2.2 Price

The price for the products shall be the price specified in the official tax invoice(s) or other form provided by the company to the customer. Invoices are delivered via email. If the customer wants the invoices delivered in another fashion they must contact the company either by phone (03) 9700 2525 or email [account@corporatesupplysolutions.com.au](mailto:account@corporatesupplysolutions.com.au) to advise.

## 2.3 Variation

The company reserves the right to change the quoted price in the event that the customer requests that the order be varied.

## 2.4 Personal Purchases

Personal purchases are accepted but must be paid for upfront. Credit Card payment accepted or bank deposit (once cleared) only.

## 2.5 Withdrawal of credit

The company reserves the right to ask for upfront payment from customers who have, in its opinion, a poor payment history. If this is not possible we reserve the right to refuse supply of goods and/or services on 30 day credit terms.

## 2.6 Early Payment Discount:

Please email [accounts@corporatesupplysolutions.com.au](mailto:accounts@corporatesupplysolutions.com.au) if you would like to claim our early payment discount of 2.5%. This applies to all payments made within 15 days of invoice date.

## 2.7 Recovery of Debts:

The company reserves the right to recover agency costs associated with outstanding debts being collected by an agency after all reasonable attempts to settle account with the customer have been pursued. Please contact us if you are having trouble paying a debt and we will respond at our discretion to your situation.

## 3. RISK

3.1 All risk for the products passes to the customer on delivery irrespective of whether ownership in the products has passed to the customer. PO Boxes / mailbags: Goods are deemed to have been delivered once they have been accepted into a PO Box or mailbag. The customer accepts liability from date of delivery onwards to PO boxes / mailbags.

3.2 If any of the products are damaged or destroyed following delivery but prior to ownership passing to the customer, the company is entitled to receive all insurance proceeds payable for the products. The production of these Terms and Conditions by the Company is sufficient evidence of the company's rights to receive the insurance proceeds without the need for any person dealing with the company to make further enquiries.

3.3 The Customer acknowledges that the company will not accept responsibility for damage to Products after delivery and that the company should ensure that they or their nominated carrier have sufficient insurance to cover the products during transit including loading and unloading.

## 4. WARRANTY

All goods supplied have a quality guarantee.

Consumables: 12 months or Best Before date (whichever comes first).

Hardware: Manufacturer warranty applies. Please contact us via email [orders@corporatesupplysolutions.com.au](mailto:orders@corporatesupplysolutions.com.au) for further manufacturer warranty information on the product you are looking at purchasing.

All goods found to be defective or faulty will be replaced at no cost to the customer.

This product guarantee does not include misuse, damage, or consumables not working after being exhausted.

Aside from the above the company gives no further warranty to the goods sold save and

excepting the statutory warranties applied by the Competition and Consumer Act 2010 (Cth).

## **5. LIMITATION OF LIABILITY**

5.1 The customer acknowledges that the Products are bought relying solely upon the customer's skill and judgement. 1

5.2 Any advice, recommendations, information, assistance or service provided by the company to the customer in relation to the products/services sold or their use or application is provided in good faith and any such advice in relation to any products/services sold by the company is provided, however, without liability or responsibility on the part of the company.

5.3 In the event of any breach of these Terms & Conditions by the company, the remedies of the customer shall be limited to damages which under no circumstances shall exceed the value of products and/or services supplied. The company shall be under no liability whatever to the customer for any indirect loss and/or expense (including loss of profit) suffered by the customer.

5.4 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, the Seller limits their liability in respect of any claim to, at the Seller's opinion: (a) in the case of goods supplied by the Seller to the Customer: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of having the goods repaired, and (b) in the case of services provided by the company to the Customer: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.

## **6. JOINT AND SEVERAL**

Where the Customer consists of more than one person, the Customers shall be jointly and severally liable for the obligations set out in these Terms and Conditions including but not limited to the payment of the Price and all amounts owing to the Seller for the particular Products.

## **7. CHANGE IN CONTROL**

7.1 The Customer shall give the Seller not less than twenty-eight (28) days prior written notice of any proposed: (a) change of control of the Customer (as defined by section 50AA of the Corporations Act 2001 (Cth)) if the Customer is a body corporate; (b) any change in the Customer's company or trading name; or (c) any other change in the Customer's address or contact details.

7.2 The Customer shall be liable for any loss incurred by the company as a result of the customer's failure to comply with clause 7.

## **8. RETURNS POLICY / CHANGE OF MIND**

Subject to the Competition and Consumer Act 2010 (Cth), all and any claims in respect of goods being damaged or missing must be notified by writing within seven (7) days of receipt of goods by the customer to the company.

8.1 Change of mind: Corporate Supply Solutions Australia Pty has a 30 day change of mind policy. Please contact us within 30 days of your invoice date to arrange replacement or return of order if you have changed your mind or if you believe you have received an order in error. Any attempt to return goods after this period may not be accepted and may result in a restocking fee being payable.

Change of mind does not apply to hardware supplied.

8.2 Rebate of old product: From time to time Corporate Supply Solutions Australia Pty Ltd may accept back old unused product and provide a rebate to the customer at our discretion. Please contact us via email [orders@corporatesupplysolutions.com.au](mailto:orders@corporatesupplysolutions.com.au) for further information.

8.3 Goods returned that have been used and/or not in original condition: Any goods where the packaging has been opened and/or the products have been used cannot be accepted for return will be returned to the customer at their cost and will require full payment. The only exception to this is when faulty goods are being returned.

8.4 Faulty Returns: A copy of print is required for poor print quality claims. Please include printout with return or take a picture and email to [orders@corporatesupplysolutions.com.au](mailto:orders@corporatesupplysolutions.com.au)

Any product that is returned as faulty that is tested and found to be in good working order will be shipped back to the customer at their cost.

**A RETURN MUST BE CLEARLY LABELLED WITH REASON AND AUTHORISATION NUMBER OR IT WILL BE RETURNED AT THE CUSTOMER'S COST.**

8.5 Cod Returns: Under no circumstances will a return be accepted where a customer has sent goods back to Corporate Supply Solutions Australia Pty Ltd on a Cash On Delivery basis. Returns by this method will automatically be rejected.

8.6 Return Authorisation: Please phone head office on (03) 9700 2525 or email [orders@corporatesupplysolutions.com.au](mailto:orders@corporatesupplysolutions.com.au) for a return label and instructions on how to

return.

## **9. COMPLAINTS / FEEDBACK**

Please send any complaints and/or positive feedback in writing to PO BOX 3016 Wheelers Hill VIC 3150 or [admin@corporatesuppliesolutions.com.au](mailto:admin@corporatesuppliesolutions.com.au) We value your feedback and will endeavour to respond to you in due course.

## **10. WHOLE AGREEMENT**

These Terms and Conditions are the whole of the agreement between the parties and no representative of the company unless specifically authorised in writing by the company has authority to amend or vary such terms. The customer acknowledges that the customer has read these Terms and Conditions and has been made aware of the company return goods policy.

An order of the goods and/or services appearing on the face hereof are subject to the terms and conditions and subject to the terms of payment and discount included in this document)

For further enquiries please contact us via phone (03) 9700 2525 or via email [sales@corporatesuppliesolutions.com.au](mailto:sales@corporatesuppliesolutions.com.au)