

TERMS AND CONDITIONS

General

1. These terms and conditions are incorporated into all contracts for the supply of goods on credit to the Customer as defined in the Application for Credit by Matthews Metal Fabrication Pty Ltd ACN 163 850 360 ABN 18 116 969 084 (“us, our, we”).
2. Where there is a separate written agreement concerning goods which has been signed by our authorised representative, the terms of that agreement will prevail over these terms and conditions.
3. Goods supplied may differ in non material respects from those advertised in our catalogue or other promotional material.

Price

4. The price payable for the goods is the total price specified in our current price list or catalogue less any discounts agreed in advance in writing by us plus the applicable cost of packaging and freight (“delivery charges”). Prices and delivery charges are subject to change without notice.
5. Goods will be despatched for delivery after the price and delivery charges are paid.
6. All prices are inclusive of GST.
7. We reserve the right to charge the Customer a surcharge for payments made by credit card. We reserve the right to make changes to this surcharge from time to time or extend the surcharge to other methods of payment.

Credit

8. We may require the Customer to complete and submit a Customer account application (“Application”). Acceptance of an order is subject to approval of the Application.
9. The Customer authorises us to carry out any credit checks with third parties as we may require and to contact the Customer’s nominated credit referees. The Customer authorises us to make any enquiries and to use, exchange or

disclose any information which is disclosed in the Application or is obtained by us from any third party from or to any other credit provider or credit reporting agency:

- a. concerning the Customer’s credit worthiness; and
 - b. for the purpose of providing or obtaining a reference.
10. We may impose credit limits which may be varied by us from time to time. If the Customer exceeds the credit limit, goods will be withheld until the account is back within the credit limit.
 11. The Customer must pay the amount specified in an invoice in full within 30 days of the date of the invoice unless we agree otherwise in writing.
 12. If the Customer does not pay us the invoiced amount in full within the time stipulated in the invoice, we may submit the invoice to a collection agency. If we do, the Customer agrees that we may recover the outstanding amount specified in the invoice including interest at 18%p.a. calculated from the date the invoice falls due for payment until the date the invoice is paid in full, our legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt, any fees and commissions or other amounts we pay to any collection agency to act on our behalf.
 13. Where we make individual deliveries of goods or deliveries in instalments, the Customer may be invoiced separately for each delivery, in which case, the Customer agrees to pay each invoice according to its terms.

Privacy

14. The Customer agrees that we may disclose personal information we collect from time to time about the Customer in connection with the Application including paid and unpaid invoices to our staff, contractors and contracted service provider engaged by us to deliver our goods and services and credit reporting agencies.

15. The Customer's agreement in clause 14 remains effective until the Customer changes it by written notice to us. If the information is personal information as defined in the Privacy Act 1988 (Cth), the Customer can ask us what personal information we hold about the Customer and, if necessary, notify us in writing of changes so that we can ensure that the information we hold about the Customer is accurate, complete and up to date.

Delivery

16. Orders for goods are accepted by us subject to availability of stock and may be delivered in two or more instalments. We have no liability for any loss of trade or profit to the Customer as a result of delay in delivery or delivery of incorrect or faulty goods.
17. Delivery will be made to the address specified by the Customer and in accordance with the delivery instructions specified by the Customer. Risk in the goods passes to the Customer upon delivery under this clause. Title to the goods will pass to the Customer on payment of our invoice in full.
18. Time is not of the essence for delivery of goods and our liability for incorrect delivery or failure to deliver is limited to the replacement of the goods.

Loss or Damage in Transit

19. Claims for damage or partial delivery or complete loss of consignment must be notified to us within 30 days of the date of invoice.

Notices

20. Notices sent by the Customer must be sent by prepaid post to us at the address on the Application Form. The notice must state the Customer's name and account number if applicable. Notices sent by us will be sent to the Customer's last known address.
21. Any change to the Customer's details, including name, invoice, delivery and site addresses must be notified to us in

writing within 30 days of the date of the change.

Unforeseen Events

22. We may cancel or suspend delivery of any goods in the event of any delay or non performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God or any other cause beyond our reasonable control.

Choice of Law

23. These terms and conditions are governed by the laws of New South Wales, Australia and the parties submit to the non exclusive jurisdiction of its Courts.

Acknowledgement

24. The Customer acknowledges that it enters into these terms and conditions freely and voluntarily based upon its own information and it does not enter into these terms and conditions as a result of or in reliance on any promise, representation, advice, statement or information of any kind given or offered to it by or on behalf of any of us whether in answer to any enquiry or not.

Our Liability

25. To the extent permitted by law, liability under any condition, warranty or consumer guarantee that cannot legally be excluded is limited to the replacement of the goods or the supply of equivalent goods.
26. Any waiver by us of any of these terms and conditions shall be limited to the particular instance and shall not operate or be taken to operate as a future waiver of that or any other item.