

Trading Terms & Conditions

ACCEPTANCE OF PRODUCTS, AND/OR COMPLETION OF OUR CREDIT APPLICATION FORM MEANS ACCEPTANCE OF OUR TRADING TERMS AND CONDITIONS.

PRODUCT SPECIFICATIONS

We reserve the right to alter any product specifications without notice.

PRICE

Prices are subject to change without notice. Orders will be involved at prices and terms in effect at time of shipment. All wholesales exclude GST.

MINIMUM ORDER

Minimum order is \$200.00 net. A handling charge of \$10.00 will be billed on orders less than \$200.00 net worth of product. Note: Orders from new accounts must have a minimum opening order value of \$500.00 excluding GST. All orders forwarded direct to the customer or picked up by the customer will carry an extra surcharge of 5%.

PAYMENT TERMS – OVERDUE ACCOUNTS

For new customers (cash account customers) our trading terms are strictly COD (Cash on delivery). This is so we can establish a trading pattern. For established customers (credit account customers), our trading terms are strictly net 30 days from invoice date. Where accounts are in arrears, further supply of products will cease until full payment has been received. Note: A penalty fee of 1.5% per month will be added to any unpaid invoices after 45 days. If legal fees are necessary these fees will also be added to the customer's account until goods are repaid in full including all penalty and legal fees. This is automatic and not negotiable. ***Accounts paid using credit card (e.g. Visa, Mastercard, Bankcard and Amex) will incur a 3% charge on amount processed***

ACCOUNT PRIVILEGES

Saferight reserves the right to restrict/cease customer's current trading terms (i.e. past credit present cash future cancelled) for any of the following reasons: (i) Constant Slow Payment (ii) Poor Performance (iii) Portraying Saferight and/or associated products image in a negative way.

FREIGHT AND INSURANCE

Unless customers nominate a preferred carrier on each order, goods will be sent with Saferight's nominated carrier at the customer's expense, not including insurance coverage. If insurance is required, this needs to be advised at the time each order is placed. On pick up of products by customers nominated carrier, full payment is then due for all goods invoiced. Saferight assumes no responsibility for loss, damage or theft of merchandise, once they have been collected and signed for by your agent.

CLAIMS

No claims will be recognised unless made within 7 days of delivery. i.e. (i) Defective products (ii) Short supply of products (unless stated on backorder) (iii) Oversupply. Note: Products may not be returned without prior approval. All returns must have a copy of relevant invoice/s, including cases of defective products, products being returned for service or products incorrectly ordered. Freight in all these cases must be pre-paid by the customer. Note: a 20% handling fee for restocking will apply for good correctly ordered and returned or ordered on a Sale or Return basis. In cases of over supply Saferight will organise for the return of products. Note: Products returned for credit or service must be in a fit state to handle.

OWNERSHIP

Ownership of the products does not transfer to consignee until full payment of products has been credited to Saferight's bank account.

GUARANTEE

All products manufactured by Saferight are guaranteed against defects in material and workmanship. Any warranty claims will be assessed and, if appropriate, we will repair or replace at Saferight's discretion. Saferight will not repair products, which have been altered in any way. Note: All Freight charges in these cases are the responsibility of the customer.

SAFETY RESPONSIBILITY

The customer is responsible for the proper use of the product. Saferight recommends that all personnel using Saferight equipment has attended one of Saferight's nationally accredited courses in Safe Work at Heights or Confined Spaces.

LIABILITIES

The only conditions and warranties which are binding on Saferight, except to the extent provided herein, in respect to the state, quality or condition of the goods supplied to the customer are those imposed and required to be binding by statute (including the Trade Practices Act 1974) and to the extent permitted thereby the liability, if any, of the Company arising from the breach of such conditions or warranties shall, at Saferight's option, be limited to and completely discharged by either the replacement or repair by Saferight's products, and otherwise all other conditions and warranties whether expressed or implied by law in respect of the quality or conditions of the goods which may be apart from this Clause, be binding on Saferight, are hereby expressly excluded and negative. Saferight shall have no liability, except to the extent provided herein, (including liability in negligence) to any person or body for any loss or damage consequential or otherwise howsoever suffered or occurred, by any such person or body in relation to the merchandise and without limiting the generality thereof, in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person or body caused by, or resulting directly or indirectly from any failure, breakdown, defect or deficiency or whatever nature or kind in the merchandise.

FORCE MAJEURE

Saferight shall not be liable for failure to perform its obligations if the failure arises from circumstances beyond Saferight's reasonable control, including but not limited to fire, explosion, strikes, lock-outs or any other industrial disputes, secondary boycotts, failure or refusal of its supplier to supply products, inclement weather, acts of God, and Government action. In no such event shall the purchaser be entitled to damages of any kind for late performance or failure to perform.

APPLICABLE LAW

The quotation, any contract or agreement of which it shall form the basis, shall be interpreted and enforced in accordance with laws for the time being in force in the State of WA and the purchaser agrees to submit to the jurisdiction of the courts therein.

CHANGES

Saferight reserve the right to amend our trading terms and conditions from time to time.

QUOTES

All quotes are valid for 30 days.

PRICES SUBJECT TO CHANGE

PHOTO'S FOR ILLUSTRATION PURPOSES ONLY