

Select Gear Pty Ltd
ABN 99 379 484 541
(as trustee) trading as

Select Gear
(The "Company")

“ TERMS & CONDITIONS OF SALE ”

The Purchaser, named on the front of this tax invoice, acknowledges that the goods sold and delivered or the services rendered by the Company are subject to the conditions hereinafter contained and that the Purchaser has read them and agrees to be bound by them, before taking delivery of the goods.

Nothing in this tax invoice will in any way limit, modify or restrict the provisions of the conditions contained in the "Credit Account Application" insofar as it applies to the Purchaser.

1. TITLE

Title to any goods sold by the Company to the Purchaser shall not pass from the Company to the Purchaser until the Purchaser has paid for the goods in full and all cheques and other negotiable instruments have been cleared. The risk of loss or damage to the goods shall be entirely at the risk of the Purchaser upon delivery.

If any payment for any goods sold by the Company is overdue or if the Purchaser pays the Company by cheque (in full or part) and such cheque is not honoured on presentation by the Company, the Company reserves the right to retake physical possession of the goods in full or partial satisfaction of the debt and for this purpose the Purchaser hereby consents to the Company, or its agents or servants, entering the Purchaser's premises to retake possession of all of the Company's goods held by the Purchaser but not yet paid for.

Monies owing by the Purchaser to the Company shall become due immediately and without demand upon the commencement of any proceeding in which the Purchaser's solvency is involved.

2. RETURNS

Goods returned are always subject to final acceptance of the Company, Goods returned for credit will be subject to a restocking fee of 10% of tax invoice value (except for goods incorrectly supplied and warranty claims, or unless otherwise agreed). Goods must be in the same condition as they were when received by the Purchaser and must be returned at Purchaser's expense within 14 days of receipt by the Purchaser quoting relevant tax invoice number and with a written statement giving reason for return, acceptable to the Company.

Warranty claims approved by the manufacturer of the goods may be credited, replaced, or repaired at the manufacturer's discretion.

Credits will be issued subject to satisfactory inspection and the Company reserves the right to reject returns that do not confirm to this policy.

3. CASH SALE

No refund will be given without this tax invoice being produced.

4. CHARGE TERMS

The Company will issue to the Purchaser a statement of monthly transactions on or about the end of each calendar month, during which one or more tax invoice(s) to the Purchaser, was raised.

Payments are due Nett 30 days from the date of that statement, paid with reference to instructions on that statement. Non payment of this due amount by the due date will be considered by the Company to be a breach of the terms of sales and in addition to any other rights the Company may have, interest will be charged on any outstanding amount at the rate of 18 percent per annum, from the due date.

5. SHORTAGES/DAMAGED GOODS

Claims made by the Purchaser for shortages in quantity of goods delivered or damage to goods delivered will only be accepted by Company if notified in writing within two business days from the date of delivery.
(by fax: 07 3277 1099, by email: sales@selectgear.com.au, or by post: P.O.Box 711, Archerfield QLD 4108)

6. FITMENT OF PARTS

No responsibility whatsoever is accepted by the Company for the fitment, by the Purchaser or any customer of the Purchaser or any fitter of the goods, of incorrect parts. The onus remains with the Purchaser to inform the fitter to ensure the parts are correct for the particular job or application.

Any damage to parts or consequential damage or costs resulting from the fitment of incorrect parts are totally the responsibility of the Purchaser.