



## **TERMS AND CONDITIONS OF TRADE**

### **CONDITIONS**

- 1) Our quotations remain valid for 30 days from date of issue.
- 2) Any variation to the quantities may alter our prices accordingly. If there is a substantial change this will necessitate a price review.
- 3) Our quotation is based on information that is either supplied or approved by the client. Light fitting types and quantities will need to be confirmed at the time of order.
- 4) A 20% restocking fee applies to 'stock' items returned in their original condition.
- 5) Non stock items are non returnable.
- 6) Our quoted delivery times represent an estimated date of delivery only and may be subject to changes beyond our control.
- 7) Should the client have a trading account with us, please refer to the Aesthetics Lighting 'Application for Credit' form for terms of trade.
- 8) If the client does not have a trading account with Aesthetics Lighting Ltd, a 50% deposit is required at the time of order and the balance is payable on the receipt of goods into the Aesthetics store.
- 9) Failure to collect goods after 5 working days may incur storage fees of \$20 per day.
- 10) In order to return goods for credit consideration, a "Goods Return Authority" form must be completed and submitted to Aesthetics Lighting (prior to goods being returned).
- 11) As part of these terms and conditions, Aesthetics Lighting Ltd. may charge a late payment fee if the account is not paid on time.

### **RETENTION OF TITLE**

It is the intention of the seller and agreed by the buyer that the property in the goods shall not pass until payment and that the goods, or proceeds of sale of the goods, shall be kept separate until the seller shall have received the price and:

- a) Until the price referred to above has been paid, the buyer grants the seller a security interest in all goods as security for all amounts owing by the buyer to the seller and performance of the buyer's obligations under these conditions.
- b) The buyer will store the goods without cost to the seller separately from other goods in the possession of the buyer, and clearly distinguish and identify the goods as the seller's goods.
- c) If the buyer sells or trades the goods the goods will be sold at market value as fixed by this agreement on account of the seller.

- d) While the buyer shall deal as principal and the seller shall not be liable to any person with whom the buyer deals, nevertheless the buyer shall hold the entire proceeds of sale or other dealing in respect of the goods in trust of the seller in a separate account for the seller and, if directed by the seller, notify the bank where that account is held of the seller's interest in the moneys in that account.
- e) The buyer shall not deal with the money of the seller in any way adversely to the seller.
- f) So long as the seller has a security interest in any of the goods, the seller may give notice in writing to the buyer to return the goods or any of them to the seller. Upon such notice the rights of the buyer to obtain ownership or any other interests in the goods shall cease.
- g) If the buyer fails to return the goods to the seller then the seller or the seller's agent may, in addition to any rights at law, enter upon and into buildings and premises owned, occupied or used by the buyer where the goods are situated and retake possession of the goods.
- h) The buyer shall not create a security interest in the goods in any way nor give any interest in the goods while they remain the property of the seller.
- i) The buyer shall insure and keep insured the goods to the full price against all risks until the price shall be received by the seller.
- j) The seller may take any lawful steps to require payment of the amounts due and the purchase price. Any payment received by the seller from the buyer may be applied by the seller to all or part of the amount owing as the seller sees fit.
- k) The foregoing provisions shall not entitle the buyer to return the goods without demand from the seller.
- l) The buyer shall not change its name without give the seller 10 business working days' notice of what its new name will be.
- m) The buyer acknowledges receipt of these conditions and waives any right it may have to receive from the seller a copy of any financing statement, financing change statement or verification statement that is registered, issued or received at any time in relation to these conditions.
- n) The buyer agrees that sections 114(1) (a), 117(1) (c), 133 and 134 of the PPSA shall not apply on the enforcement by the seller of any security interest created or provided for by these conditions. The buyer also agrees to waive any rights it may have under sections 116,120(2), 121,125,129 and 131 of the PPSA on such enforcement.
- o) All cost and expenses of the seller in relation to any compliance with any demand given by the buyer under section 162 of the PPSA shall be paid by the buyer.

Unless the context otherwise requires, terms and expressions in these conditions that are defined in the Personal Property Securities Act 1999 (PPSA) shall have the same meaning as they have in the PPSA.

## **RETURN OF GOODS**

All liability of the Company shall be limited to the value of the services and/or goods supplied within the thirty days preceding any claim by the Customer and all claims for replacement, repair, return or misdelivery shall be made in writing to the Company within seven working days of supply. The Company shall not be liable in any way whatsoever for any consequential loss, damages, or claim arising from the use to which the goods are put or intended to be put.

All credit requests for return of goods must comply with our standard 'Goods Return Authority' policy. A copy of this policy is available on request.