

Avac Australia Trading Terms & Conditions



AVAC AUSTRALIA PTY LTD

ABN 95 072 847 164

1. CREDIT

- 1.1 Avac Australia Pty Ltd trading as Avac Australia and its related companies ("Avac") may grant credit to Customers who have completed a Credit Account Application, which has been approved by Avac, at Avac's sole discretion.
- 1.2 The amount of approved credit may vary from time to time as determined by Avac.
- 1.3 Standard payment terms are 30 days from end of the month in which the invoice was issued.
- 1.4 Late payment of an Account / invoice may result in cancellation of credit facilities.
- 1.5 Avac may cancel credit facilities at any time in the event of default by the Customer of these Trading Terms and Conditions, or for any reason acting reasonably after 30 days written notice has been issued by Avac to the Customer.
- 1.6 Interest may apply to unpaid invoices, calculated at the current ATO General Interest Charge rates.
- 1.7 Avac provide current Banking details on its invoices. Avac accepts no liability for any outdated records the Customer retains of the Avac banking details.
- 1.8 Customer minimum monthly sales of \$1000 are expected for Credit Accounts to remain open.

2. OWNERSHIP OF GOODS

- 2.1 Avac retains title in the goods supplied until payment in full is received.
- 2.2 Avac may register a financing statement on the register maintained under the *Personal Property Securities Act 2009* ("PPSA").
- 2.3 The Customer acknowledges and agrees that these Trading Terms and Conditions constitute a security agreement for the purposes of the PPSA, and creates a Security Interest, including a Purchase Money Security Interest, as defined in the PPSA, in all:
 - 2.3.1 goods supplied, and that will be supplied, to the Customer pursuant to each Order, or as otherwise supplied to the Customer; and,
 - 2.3.2 proceeds of sale by the Customer of those goods supplied.
- 2.4 The Customer agrees to promptly do anything requested by Avac to ensure Avac's rights under the PPSA are perfected, and the Customer consents to the registration of a Security Interest in favour of Avac pursuant to these Trading Terms and Conditions.

3. PURCHASES

- 3.1 Only written purchase orders ("Orders") will be accepted.
- 3.2 A delivery charge may apply to the Orders.
- 3.3 Orders of a lower value, as determined by Avac from time to time, may incur a surcharge which will be disclosed to the Customer, or alternatively not accepted. Contact us for details.
- 3.4 All available goods will be dispatched upon acceptance of Order and delivered to the nominated address in each Order, unless specifically requested otherwise.
- 3.5 Customer requests to delay delivery of goods more than six months from the placement of Order may incur a surcharge.
- 3.6 Goods not available at placement of Order will be supplied when available and notified to the Customer.
- 3.7 Where goods are delivered earlier than the customer expected, and this may cause payment to be delayed, then the customer must advise Avac within 7 days of such delivery. Avac may choose to collect the goods. Failure to notify will be deemed acceptance of early delivery.
- 3.8 Delivery of goods and / or services may be withheld where payment of the Avac Account is in arrears.
- 3.9 Payment of invoice in full by the customer is acceptance of contract completion.
- 3.10 **Avac reserves the right to amend its Trading Terms and Conditions, which will be posted to the Avac website (avac.com.au), and will apply to each Order received after the date of posting to the Avac website.**

4. CANCELLATIONS

- 4.1 Cancellation of an Order will only be accepted for normal stock lines within seven days of Order, where goods are not already in transit, either to Avac or to the Customer.
- 4.2 Cancellation will not be accepted for any goods in the process of manufacture, or goods in transit, either to Avac or to the Customer.
- 4.3 Unless confirmed in writing by Avac, an Order is not considered cancelled.

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5. DELIVERIES

- 5.1 Any damage must be marked on the carriers consignment note at the time of receipt by the Customer.
- 5.2 Any damage must be reported by the Customer to Avac within 48 hours of receipt of goods.
- 5.3 Risk in the goods passes to the Customer on delivery. Title to the goods passes to the Customer on payment of the invoice.
- 5.4 Any visibly damaged goods supplied by Avac to the Customer, must not be subsequently installed by the Customer.
- 5.5 The packaging of any damaged goods needs to be retained by the Customer for assessment.
- 5.6 Any shortages of supply or goods model discrepancies, must be reported within 48 hours of receipt of goods by the Customer.
- 5.7 Claims issued by a third party for damage or shortages of supply of goods by Avac, will only be accepted where goods are delivered direct from Avac warehouses to the third party recipient.
- 5.8 Whenever a courier's attempt to deliver an Order fails, Avac reserves the right to charge a re-delivery fee for each subsequent delivery attempt.

6. RETURNS

- 6.1 Goods will not be accepted for return unless previously authorised in writing by Avac acting reasonably ("Goods Return Authorisation").
- 6.2 Goods will not be accepted for return more than 90 days after delivery without special written consent from Avac.
- 6.3 The Goods Return Authorisation is to be attached and visible, to the goods being returned.
- 6.4 Goods approved for return must be returned to Avac's nominated return address within 5 working days of the Customer receiving a Goods Return Authorisation, unless special written consent is provided.
- 6.5 Goods manufactured or imported to order will not be accepted for return.
- 6.6 Goods that have been installed by the Customer or a third party, are ineligible for return or credit.
- 6.7 Any goods accepted for return by Avac may incur a minimum 30% restocking fee calculated on the invoiced goods returned, as determined by Avac, with all freight delivery charges to the nominated return address on the Goods Return Authorisation Form, to be prepaid by the Customer.
- 6.8 Any goods returned must arrive at Avac's nominated address in original packaging and condition. Damaged packaging may result in the goods not being accepted for return.
- 6.9 Credit will only be issued to the Customer / original purchaser upon receipt of a copy of the original invoice. Avac will not issue payments in place of credits without special written consent.
- 6.10 As a result of the legislative changes to the National Construction Code Volume 3, Avac will not accept for credit any plumbing product not marked with the Lead Free Watermark. During this significant market transition to lead free, Avac is proactively addressing those product lines required to conform to the lead free requirements as outlined in the ABCB WaterMark Schedule of Products.

7. LIABILITY

- 7.1 To the extent permitted by law, Avac's liability to the Customer shall be limited to the replacement of the goods / services (of their equivalent) supplied.
- 7.2 Subject to clause 7.1, to the extent permitted by law, Avac shall not be liable to the Customer, or any third party, for any loss, damage, injury, death, disease, loss of profits or any other consequential or indirect loss, except to the extent that such loss was caused by the negligent or wilful act or omission of Avac.

**Avac reserves the right, and does from time to time, make changes to its Trading Terms and Conditions.
Updated Trading Terms and Conditions will be posted on our website.**