



PTY. LTD.

ABN 38 001 509 306

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**STEEL & METAL MERCHANTS AND,
STEEL FABRICATORS**

**MEMBER OF: AUSTRALIAN STEEL INSTITUTE
NSW BUSINESS CHAMBER
WELDING TECHNOLOGY INSTITUTE OF AUSTRALIA**

CONDITIONS OF SALE

DEFINITIONS ARE

"WE", "US" OR "OUR" MEANS EDCON STEEL PTY. LTD.

"YOU", "YOUR" MEANS THE PURCHASER OF GOODS ("GOODS") OR SERVICES SUPPLIED BY "US".

1. ALL OFFERS AND AGREEMENTS ARE MADE IN **GOOD FAITH** HOWEVER WE DRAW YOUR ATTENTION TO THE FOLLOWING.
2. ALL GOODS ARE REQUIRED TO BE **PAID FOR "IN FULL" PRIOR TO DELIVERY**. A 30 DAY NETT ACCOUNT MAY BE APPLIED FOR AND IS SUBJECT TO APPROVAL OF AN EDCON STEEL PTY LTD APPLICATION FORM. APPROVAL WILL BE GRANTED AT THE SOLE DISCRETION OF THE DIRECTOR'S OF EDCON STEEL PTY LTD.
3. **CHEQUES WILL ONLY BE ACCEPTED** AS FULL PAYMENT BY PRIOR ARRANGEMENT.
4. A DEPOSIT OF 50% OF THE ORDER VALUE WILL BE REQUIRED TO COMMENCE ALL ORDERS. THIS WILL BE A **NON REFUNDABLE DEPOSIT**.
5. WE RESERVE THE **RIGHT TO WITHDRAW** ANY OFFER.
6. UNLESS STATED OTHERWISE ALL PRICES ARE **EX-WORKS**.
7. ANY TIME FOR DELIVERY QUOTED BY US IS AN ESTIMATE ONLY AND DOES NOT REPRESENT A CONTRACTURAL COMMITMENT. ANY **DELAY IN DELIVERY**, HOWEVER CAUSED, WILL NOT MAKE US LIABLE FOR ANY LOSS, COST, PENALTY OR DAMAGE WHICH MIGHT RESULT FROM THE DELAY.
8. **TIME IS NOT OF THE ESSENCE** IN ANY OFFER MADE.
9. ALL GOODS ARE **AT YOUR RISK** FROM THE TIME THEY LEAVE OUR WAREHOUSE.
10. UNLESS WE SPECIFICALLY AGREE OTHERWISE, WE RESERVE THE RIGHT TO SUPPLY AND INVOICE A QUANTITY **PLUS OR MINUS 10%** OF THE GOODS ORDERED.
11. YOU ARE RESPONSIBLE FOR **INSPECTING THE GOODS PROMPTLY** UPON RECEIPT BY YOU AND NOTIFY US IMMEDIATELY OF ANY CLAIM FOR DAMAGE OR NON COMPLIANCE WITH THE AGREED SPECIFICATION.
12. YOU MUST NOTIFY US IN WRITING OF ANY CLAIM FOR SHORTAGE OR DAMAGE IMMEDIATELY UPON DELIVERY. FAILURE TO NOTIFY WILL CONSTITUTE **ACCEPTANCE OF THE GOODS** AS INVOICED.
13. THE GOODS MAY BE COVERED BY **WARRANTIES** FROM THE ORIGINAL MANUFACTURER WHERE POSSIBLE AND AGREED IN WRITING THESE WARRANTIES WILL BE PASSED ON TO YOU.
14. WHERE REPRESENTATIONS ARE MADE ABOUT THE GOODS, THEY ARE BASED ON MANUFACTURERS SPECIFICATIONS AND WE DO NOT ACCEPT ANY RESPONSIBILITY FOR THESE SPECIFICATIONS.
15. SPECIFICALLY, WE DO NOT UNDER ANY CIRCUMSTANCES, WARRANT THAT THE **GOODS ARE FIT FOR YOUR INTENDED PURPOSE**. IT IS YOUR SOLE RESPONSIBILITY TO SATISFY YOURSELF THAT THE GOODS ARE SUFFICIENT AND OF THE DESCRIPTION, QUALITY AND SUITABILITY OF YOUR CHOOSING FOR THE APPLICATION YOU HAVE FOR THE GOODS.
16. GOODS NOT DEFECTIVE AND WHICH ARE IN COMPLIANCE WITH THE SPECIFICATION MAY NOT BE RETURNED FOR REFUND HOWEVER THEY MAY BE RETURNED FOR CREDIT WITH OUR PRIOR CONSENT. IN SUCH CASES A **RESTOCKING FEE OF \$50.00 OR 20% OF THE INVOICE VALUE WHICH EVER THE GREATER WILL APPLY**.
17. GOODS NOT DEFECTIVE AND WHICH ARE **MANUFACTURED OR ALTERED BY YOUR ORDER** MAY NOT BE RETURNED FOR REFUND OR CREDIT.
18. THESE CONDITIONS AND ANY CONTRACT OF SALE OF GOODS ARE GOVERNED BY **THE LAWS OF NEW SOUTH WALES**.

VERSION A – 1/12/06

YOUR COMPLETE STEEL SERVICE CENTRES

✓ Steel ✓ Stainless Steel ✓ Bronze ✓ Brass ✓ Welding ✓ Site Work ✓ Galvanising ✓ Cut to Size