

Conditions of Sale

Interpretation

1. In these conditions:
‘Seller’ means [Tic (Retail Accessories) Pty Ltd] which is the seller of the goods.
‘Buyer’ means the purchaser of the goods specified overleaf.
‘Goods’ means the products and, if any, services specified overleaf.
Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

General

2. These conditions (which shall only be waived in writing signed by the seller) shall prevail over all conditions of the buyer’s order to the extent of any inconsistency.

Important note: A number of garment hangers, accessories and supporting devices are the subject of Intellectual Property Rights owned by TIC Group Pty Ltd. and/or its affiliates. Any breach of these rights may be the subject of legal action.

Disclaimer: Suppliers have a duty of care to ensure hangers and accessories selected from the TIC range can withstand the particular transport, distribution and handling environments they will be subjected to. Please contact TIC if you require assistance with the selection of hangers or accessories.

Terms of sale

3. The goods and all other products sold by seller are sold on these terms and conditions.

Seller’s quotations

4. Unless previously withdrawn, seller’s quotations are open for acceptance within the period stated in them or, when no period is so stated, within 30 days only after its date. The seller reserves the right to refuse any order based on this quotation within 7 days after the receipt of the order.

Packing

5. The cost of any special packing and packing materials used in relation to the goods are at the buyer’s expense notwithstanding that such cost may have been omitted from any quotation.

Shortage

6. The buyer waives any claim for shortage of any goods delivered if a claim in respect for short delivery has not been lodged with the seller within seven (7) days from the date of receipt of goods by the buyer.

Delivery

7. (a) The delivery times made known to the buyer are estimates only and the seller is not be liable for late delivery or non-delivery.
(b) The seller is not be liable for any loss, damage or delay occasioned to the buyer or its customers arising from late or non-delivery or late installation of the goods.
(c) The seller may at its option deliver the goods to the buyer in any number of instalments unless there is an endorsement overleaf to the effect that the buyer will not take delivery by instalments.
(d) If the seller delivers any of the goods by instalments, and any one of those instalments is defective for any reason:
 - (1) it is not a repudiation of the contract of sale formed by these conditions; and
 - (2) the defective instalment is a severable breach that gives rise only to a claim for compensation.

Loss or damage in transit

8. (a) The seller is not responsible to the buyer or any person claiming through the buyer for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not the seller is legally responsible for the person who caused or contributed to that loss or damage).
(b) The seller must provide the buyer with such assistance as may be necessary to press claims on carriers so long as the buyer:
 - (1) has notified the seller and the carriers in writing immediately after loss or damage is discovered on receipt of goods; and
 - (2) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the goods.

Prices

9. (a) Unless otherwise stated all prices quoted by the seller are net, exclusive of Goods and Services Tax (GST).
(b) Prices quoted are those ruling at the date of issue of quotation and are based on rates of freight, insurance, customs duties, exchange, shipping expenses, sorting and stacking charges, cartage, rate of wates, cost of materials and other charges affecting the cost of production ruling on the date is made.
(c) If the seller makes any alterations to the price of the goods or to any of their inputs either before acceptance of or during the currency of the contract, these alterations are for the buyer’s account.

Payment

10. The purchase price in relation to goods is payable net and payment of the price of the goods must be made on or before thirty days from date of the delivery of the goods unless other terms of payment are expressly stated in these conditions in writing.

Rights in relation to goods

11. The seller reserves the following rights in relation to the goods until all accounts owed by the buyer to the seller are fully paid:

- (1) ownership of the goods;
- (2) to enter the buyer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
- (3) to keep or resell any goods repossessed pursuant to (2) above.

If the goods are resold by the buyer, the buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold in a separate identifiable account as the beneficial property of the seller and shall pay such amount to the seller upon request. Notwithstanding the provisions above the seller shall be entitled to maintain an action against the buyer for the purchase price and the risk of the goods shall pass to the buyer upon delivery.

Buyer's property

12. Any property of the buyer under the seller's possession, custody or control is completely at the buyer's risk as regards loss or damage caused to the property or by it.

Storage

13. The seller reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the buyer within fourteen days of a request by the seller for such instructions. The parties agree that the seller may charge for storage from the first day after the seller requests the buyer to provide delivery instructions.

Returned goods

14. (a) The seller is not be under any duty to accept goods returned by the buyer and will do so only on terms to be agreed in writing in each individual case.
- (b) If the seller agrees to accept returned goods from the buyer under para (a) of this clause, the buyer must return the goods to the seller at the seller's place of business referred to at the head of these conditions.

Goods sold

15. All goods to be supplied by the seller to the buyer are as described on the purchase order agreed by the seller and the buyer and the description on such purchase order modified as so agreed prevails over all other descriptions including any specification or enquiry of the buyer.

Cancellation

16. No order may be cancelled except with consent in writing and on terms which will indemnify the seller against all losses.

Default

17. If the Buyer defaults in payment of any monies due to the Seller the Buyer shall at the option of the Seller pay to the Seller interest on the monies in respect of which default in payment has been made calculated at the daily rate being the rate prescribed from time to time pursuant to the Penalty Interest Rates Act 1983 plus 4% together with and in addition to all costs and expenses including legal costs on a solicitor/client basis incurred by the Seller in recovering from the Buyer monies due as a consequence of the default by the Buyer in payment of monies on the due date for payment.

Place of contract

- 18 (a) The contract for sale of the goods is made in the State of Victoria.
- (b) The parties submit all disputes arising between them to the courts of the State of Victoria and any court competent to hear appeals from those courts of first instance.