



Terms and Conditions of Sale

1) Customer Acknowledgement.

The Customer acknowledges agreement with these Terms and Conditions of Sale by the placement of an order to purchase product from Spectrum Consumables Pty. Ltd.

This contract of sale is between the entity named on the invoice (the "Customer") and Spectrum Consumables Pty. Ltd.

All goods are supplied on these terms and conditions only and no person in the employment or otherwise as agent for Spectrum Consumables Pty. Ltd. has any authority to supply goods on any other terms and conditions or to vary these terms and conditions in any way whatsoever. Previous dealings shall not vary or negate these terms and conditions in any respect.

2) Return or Exchange of Goods.

Return or exchange of goods is not possible due to third party constraints on Spectrum Consumables Pty. Ltd. (unless faulty). Unless agreed otherwise prior to purchasing, all sales shall be considered firm sales.

3) Warranty Information.

All products sold by Spectrum Consumables Pty. Ltd. are covered by the manufacturers' warranty that accompanies the product unless otherwise stated. Spectrum Consumables Pty. Ltd. makes no additional or independent warranty. Spectrum Consumables Pty. Ltd. does not warrant the performance, compatibility, integrity, merchantability and fitness for a particular purpose of any product, but merely passes through to the Customer whatever end-user warranty the manufacturers provide with their respective products.

4) Delivery of Goods.

We place great importance on the fast and reliable delivery of Customers orders, however please note that delivery times are estimates only and Spectrum Consumables Pty. Ltd. shall not be liable for delays.

If the Customer fails or refuses to take delivery of the goods, then in addition to all other rights and remedies of Spectrum Consumables Pty. Ltd., the Customer shall be liable for all loss and damage (including consequential loss and damage) suffered or incurred by Spectrum Consumables Pty. Ltd. as a result thereof and Spectrum Consumables Pty. Ltd., at its discretion may charge a restocking fee of up to 25% of the purchase price.

The goods shall be at the Customers risk at the point of delivery. The Customer, upon taking delivery of the goods, shall immediately examine the goods and give written notice to Spectrum Consumables Pty. Ltd. of any defect within five (5) days of such date, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.

5) Title of Goods.

The goods shall remain the sole and absolute property of Spectrum Consumables Pty. Ltd. as legal and equitable owner and the Customer shall hold such goods as bailee only until such time as the Customer shall have paid the full price. The Customer shall be liable to Spectrum Consumables Pty. Ltd. in respect of any loss or damage to the goods during such bailment.

6) Payment.

For approved credit account customers who pay by cheque, electronic funds transfer or direct debit, payment date is 14 days after invoice date, for all other payment methods (whether an approved credit account customer or not) including payment by credit card or cash, payment date is invoice date.

The price shall be paid by the Customer in full without any deduction in respect of any claimed set-off or counterclaim (including any such set-off or counterclaim on account of any delay on the part of Spectrum Consumables Pty. Ltd. in delivering any part of the goods) on or before the payment date.

In addition to any other rights or remedies of Spectrum Consumables Pty. Ltd. in the event of the Customer's default hereunder, Spectrum Consumables Pty. Ltd. shall be entitled:



- a) To charge and recover costs incurred for the collection of payment (such as but not limited to collection agency fees and legal costs), cheque dishonour fees, interest at the current bank overdraft rate plus two percent per annum from the due date for payment until payment in full;
- b) To immediately and without notice retake possession of the goods (and for such purpose the Customer irrevocably licenses Spectrum Consumables Pty. Ltd., its employees, contractors, servants or agents to enter upon the premises at which the goods are located to so retake possession) and resell the goods after seven (7) days written notice to the Customer and thereafter recover from the Customer any amount by which the resale price is less than the price agreed to be paid by the Customer, together with all costs and expenses suffered or incurred by Spectrum Consumables Pty. Ltd. as a result of the Customer's default;
- c) At the sole discretion of Spectrum Consumables Pty. Ltd. charge a restocking fee of up to 25% of the purchase price.
- d) At the sole discretion of Spectrum Consumables Pty. Ltd. put the Customer account credit on hold and suspend the supply of goods and services (including RA).

7) Errors and Omissions.

At Spectrum Consumables Pty. Ltd., we work hard to offer you the most competitive pricing and accurate product information. Because of the dynamic nature of this industry (e.g. vendor price changes and other variables beyond our control), prices, promotions, versions and availability advertised are subject to change without prior notice. Please be assured of our every effort to ensure the accuracy; however the documents and graphics published may contain technical inaccuracies or typographical errors. Spectrum Consumables Pty. Ltd. makes no representations about the suitability of this information; it is provided "as is" without warranty of any kind. If an error is made or a product is listed at an incorrect price, Spectrum Consumables Pty. Ltd. shall maintain the right to refuse or cancel any orders placed. If the order has been confirmed and charged to your credit card, Spectrum Consumables Pty. Ltd. shall immediately issue a refund.

8) Limitation of Liability.

Spectrum Consumables Pty. Ltd., shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit or opportunity, even if it has been advised of the possibility of such damages: the maximum liability for all direct damages, if any, arising out of any action shall be limited to an amount not to exceed the purchase price of the product.

Subject to any applicable Commonwealth or State Legislation, Spectrum Consumables Pty. Ltd.'s liability for any such breach shall be limited, at its sole discretion, to any of the following:

- a) Replacement of the goods or any part thereof;
- b) Supply of equivalent goods or any part thereof;
- c) Repair of the goods or any part thereof;
- d) Payment of the cost of replacing the goods or acquiring equivalent goods or any part thereof;
- e) The payment of the cost of having the goods or any part thereof repaired; or
- f) Refund of the goods upon return.

9) All Sales Made in New South Wales.

All sales shall be deemed made in the state of New South Wales of Australia regardless of the location of the Customer. The Customer agrees that any dispute with Spectrum Consumables Pty. Ltd. shall be brought by the Customer exclusively in the state or federal courts situated in the State of New South Wales.

10) General.

Spectrum Consumables Pty. Ltd. warrants that it has good title to all products it sells.

In the event any section or portion of a section of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale, and the remaining terms shall continue in full force and effect.