



GLOBAL SupplyLine

CONDITIONS OF SALE

** THE UNDERMENTIONED TERMS AND CONDITIONS MUST BE READ AND UNDERSTOOD BEFORE ENTERING INTO CONTRACT WITH GLOBAL SUPPLY LINE (GSL) AND BEFORE SUPPLYING OR ORDERING GOODS AND / OR SERVICES IN RELATION TO ANY CONTRACT WITH GSL. THESE TERMS AND CONDITIONS SHALL THEN REMAIN IN FORCE FOR THE LIFE OF THE CONTRACT AND ARE OUR STANDARD CONDITIONS OF TRADE.**

MAJOR TERMS & CONDITIONS OF SALE

A. This quotation is subject to our normal terms and conditions (copy on request). **B.** Goods supplied remain the property of Global Supply Line (GSL) until full payment has been received. The goods can be recovered from the purchaser or third party should full payment not be made by the date shown on our invoice. **C.** Where a warranty applies, sellers warranty liability only extends to the extent the the seller is able to recover from it's supplier for defects. **D.** GSL does not claim to be the authorised or sole agent for all brands sold. **E.** Prices and delivery dates shown are provided in good faith and may vary due to circumstances outside of the control of GSL. **F.** Claims for credit will only be considered for ex-stock material and must be made in writing within seven days of dispatch of goods. Restocking fee of 20% applies plus all costs incurred. Modified, manufactured goods & indent lines are not returnable. **G.** No responsibility will be taken for the misuse of stock sold. GSL does not play a part in specifying the suitability of stock sold for a given application. **H.** GSL is not liable for damages resulting from downtime, injury, product loss, airfreight costs etc. nor is it liable for consequential damages. **I.** Deposits are strictly non refundable. **J.** 2% per month interest will be charged on overdue accounts. All debt collection fees will be payable by the customer. **K.** Freight insurance is the client's responsibility unless GSL pay freight. **L.** The goods quoted are not designed or manufactured by the seller. **M.** GSL will not be liable to any party for incidental, consequential or special damages including loss of profit or production.

DETAILED TERMS & CONDITIONS OF SALE

1. Terms and conditions on your purchase order which conflict with the Terms and conditions set out herein an attached will not be applicable unless agreed to in writing by GSL.
2. **A/** Payment terms are not net 30 days unless agreed otherwise in writing by both parties
B/ Payment terms for sales are effective from the date of collection by the customer or customer's representative, this applies irrespective of whether GSL agrees to alternate payment duration.
3. If the cost to Global Supply Line of supplying the goods not yet delivered shall be increased materially by any dispute or cause and the parties concerned cannot agree on how such increase shall be borne, GSL may cancel the contract without liability in respect of such undelivered goods.
4. GSL shall not be responsible for errors or omissions due to oversight or misinterpretation of verbal instructions received from the buyer.
5. Where the delivery of the goods is made by installments and failure, suspension or delay in any defect in the goods delivered shall not violate this contract, and payments shall be due for partial deliveries.
6. All delivery dates only are estimated only and GSL shall not be liable in damages for any delay in delivery, nor shall the buyer be entitled to refuse delivery or payment (or part thereof) or to with hold payment except where delay of an unreasonable length has occurred due to circumstances within GSL control. Without limiting the generality of the foregoing the following circumstances shall be deemed to be not within GSL control: - Acts of God, war, riots, civil commotions, strikes, lock-outs, trade disputes, breakdowns, interruptions of transport, Government action or delay in delivery from GSL suppliers.
7. GSL reserves the rights to stop the supply of goods in the event of the purchaser failing to make any payment to the seller by the due date.
8. The goods are at the buyer's risk after collection or delivery.
9. All goods must be thoroughly inspected by the buyer. Notification of defects must be made within 48 hours of receipt.
10. GSL shall not be responsible for any loss of trade or profit or consequential loss of the buyer. In the event of a claim being accepted be GSL, the liability is limited to any one or more of the following as GSL may decide in it's absolute discretion: - the replacement of the goods or the supply of equivalent goods or the payment of the cost of replacing the goods or acquiring equivalent goods or the payment of having goods repaired.
11. Claims for lost or damaged goods will not be accepted unless written notification is given to GSL within ten days of the actual or expected (whichever is applicable) delivery date, GSL will not accept claims for lost or damaged goods where such losses or damages are caused by the on-forwarding carrier or after the point where property and risk passes to the buyer.
12. Claims for damaged or defective goods will not be accepted by GSL, unless the goods are returned. GSL will not accept returned goods unless an accredited officer of GSL has given prior authorisation.
13. **A/** Property in the goods shall not pass to the buyer until payment received by GSL in full. If the goods have been passed onto a third party they shall still remain the property of GSL until full payment has been received from the buyer. GSL has the right to retrieve goods, which have not been paid for within the agreed payment period, even if the goods are installed and in service. **B/** Until property in the goods passes to the buyer here under the buyer shall, unless otherwise agreed in writing, store the goods so that they are clearly identified as the property of GSL. **C/** If the buyer fails to make payment in accordance with these conditions of sale the servants or agents of GSL shall be entitled to enter the premises of the buyer or the buyer's customers to repossess the goods. **D/** Until payment has been made in full to GSL the buyer shall be entitled to re-sell the goods or part thereof only upon the condition that the proceeds of sale of the goods or such part of the goods as shall be sold shall be held by the buyer in trust for GSL.
14. Unless agreed in writing, 1.5% interest per month will be charged for every amount not paid on the due time. Every amount unpaid within the agreed time also makes other debts payable forthwith.
15. Each invoice and the conditions of sale shall be governed in all respects in accordance with the laws of the state of South Australia and each party hereby submit to the jurisdiction of the courts of that state.

16. If any provision, covenant or condition of any invoice and the conditions of sale is held by any court of competent jurisdictions to be invalid, void or unenforceable the remainder of the terms, provisions, covenants and conditions shall remain in full force and effect and shall in no way be allocated impaired or invalidated.
17. **Force Majeure:-**
GSL is not liable for failure to perform the Contract to extent and for so long as its performance is prevented or delayed because of:
A/ circumstances outside Global Supply Line's control;
B/ failure of a supplier to Global Supply Line.
18. **Representations and Fitness for Purpose:-**
A/ Except as expressly provided to the contrary in the Contract, all representations, warranties, terms and conditions in relation to the Goods (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
B/ The customer agrees that if it is aware (or should be aware) that the Goods, the subject of an Order, are for a particular purpose (including, but not limited to, use as a component part of another product) or are required to possess special or uniform characteristics, the Customer will clearly specify that purpose or those characteristics in any such Order.
19. Guarantees & warranties are as specified by the original manufacturer (if any), and GSL does not give any warranty or guarantee beyond such warranty. GSL does not guarantee that the goods are for the intended purpose. The customer is always invited to inspect the goods prior to the purchase; hence GSL reserves the right to refuse any unreasonable requests for return of goods. Furthermore, the amount of payment or remedy is limited to the amount or settlement arrangement GSL is able to successfully claim from the original equipment manufacturer (OEM). Any warranty claims are on the basis of repairing or replacing the goods. Refunds will only be paid if GSL is able to obtain refund from OEM.
20. GSL is not responsible for the recovery of any airfreight. Even if we are at fault in supplying the wrong goods, we cannot be liable for the cost of airfreight.