

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

“Sefar”	Sefar Pty Ltd its officers and employees and any related corporation
“You” or “the customer”	The person, firm or company purchasing the goods/product to which these terms and conditions apply.
“GST”	Goods and Services Tax payable under, A New Tax System (Goods and Services Tax) Act 1999.

2. PAYMENT AND INTEREST

- (a) These terms and conditions comprise the entire agreement between the parties. There are no collateral representations, warranties, agreement or undertakings of any nature whatsoever. This agreement shall not be cancelled or altered except by written agreement between an authorized officer of Sefar and an authorized representative of the customer.
- (b) All sums payable to Sefar pursuant to these terms and conditions shall be paid in full not later than 30 days from the date of invoice or on such terms as Sefar may otherwise notify in writing.
- (c) Where any sum payable to Sefar by the customer is more than 30 days in arrears, Sefar may at its discretion charge interest on that sum at the rate of 1.5% per month and such amount of interest shall be a separate debt which shall be immediately due and payable by the customer on demand by Sefar.

3. PRICING

Prices are subject to change without notice as are terms and conditions of sale.
All prices quoted are exclusive of GST. The total price to be paid by the customer is the total of the GST exclusive value and the GST.

4. DELIVERY

- (a) All goods are quoted ex works by Sefar and a delivery charge will apply unless special conditions have been negotiated. Goods will be delivered by our nominated carrier unless specified by the buyer. Whilst every endeavor will be made to meet delivery requirements, Sefar shall not be liable for failure to deliver or delays in delivering occasioned by acts of God, War, Labor difficulties, inability to obtain materials, or any other causes whatsoever beyond our control nor will Sefar be liable for any loss of trade or income as a result of any delay in the production or delivery of the goods.
- (b) Sefar will not be liable for any damage whether in contract, tort or otherwise and whether direct or indirect arising out of any delay in delivery of the goods/product.

5. CLAIMS

All claims must be made in writing and received by Sefar within ten days after receipt of merchandise. If a shipment is received in a damaged condition, a claim must be filed with the delivering carrier and noted on the freight bill before buyer accepts the merchandise.

6. WARRANTY

Our sole obligation under this warranty is to repair or replace, at our option, any product or any part or parts thereof found to be defective. Sefar make no other representation or warranty, express or implied, including, but not limited to, any implied warranty of merchantability of fitness for a particular purpose. Sefar shall not be liable for cartage, labor, consequential damages or contingent liabilities. Any liability however arising shall not in any event exceed the contract price for the product.

7. RETURNS

Goods may only be returned after prior arrangements with Sefar. Only standard products may be returned, if in original condition and resaleable, within ten days after receipt of merchandise, whereby a restocking fee equivalent to 20% in the purchase price will apply. Special fabricated products are not returnable and will be billed.

8. RETENTION OF TITLE

- (a) It is expressly agreed and declared that title of the goods/product shall not pass to you until payment in full of the purchase price. You shall in the meantime take custody of the goods/product and retain them as our fiduciary agent and bailee.
- (b) You may resell but only as our fiduciary agent. Any right to bind us to any liability to any third party by contract or otherwise is hereby expressly negated. Any such resale is to be at arms length and on market terms and pending resale or utilization in any manufacturing processing is to be kept separate from its own, properly stored, protected and insured.
- (c) You will receive all proceeds whether tangible or intangible direct or indirect of any dealing with the goods/product in trust for us and will keep such proceeds in a separate account until the liability to us has been discharged.
- (d) Sefar is authorized to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by you to the contrary.
- (e) In the event that you use the goods/product in some manufacturing or construction process of its own or some party of its own or some third party, then you shall hold such party of the proceeds of manufacturing or constructing process as relates to the goods/product in trust for Sefar. Such parts shall be deemed to equal in dollar terms the amount owing to Sefar by you at the time of the receipt of such proceeds.
- (f) Sefar is authorized to enter upon the customers' premises, and take all reasonable steps, to take possession of any goods/product in respect of which title has not passed.

- 9. The laws of the State of New South Wales shall apply to any matter arising out of these Terms & Conditions and it is expressly agreed that the State of New South Wales is the proper forum for the determinations of any matter arising out of these Terms & Conditions