



Westlab Pty. Ltd. Terms & Conditions

1. **ACCEPTANCE OF TERMS:** The Buyer may accept these Terms in writing or by any conduct. Without limiting this clause's effect, the Buyer is taken to accept these Terms by conduct if the Buyer:
 1. accepts delivery of goods from Westlab; or
 2. orders goods from Westlab (whether in writing, by online order or e-mail, or verbally including by telephone).

2. **PRICING AND DESCRIPTION OF GOODS:** All prices for goods published or quoted by Westlab are in Australian dollars exclusive of GST, and are subject to alteration without notice. All brands, types or styles of goods published for sale by Westlab are indicative only, and may be replaced by an equal or better product. All published dimensions are nominal only. Rewards and bonus offers are restricted to one per customers within the validation period.

3. **HANDLING FEES:** The Buyer must pay Westlab's current handling fees for orders below \$100 excluding GST.

4. **PAYMENT TERMS:** The Buyer must pay the purchase price for the goods on or before delivery of the goods to the Buyer. The Buyer must discharge any trade accounts agreed in writing within the terms specified on their account. The Buyer must pay to Westlab interest of 3% per month (calculated and accruing daily) on all monies outstanding beyond terms agreed by Westlab.

5. **RETURNS, REPLACEMENTS AND CREDITS:** To the extent permissible by law:
 1. Returns must be first authorised by the Seller and a Return Stock Authority (RSA) form obtained which is valid for 30 days.
 2. Returns for credit can only be made within 7 days of purchase. To obtain a Goods Returned No. the date of purchase and the original Invoice No. must be quoted. Goods are to be returned freight prepaid and are to include the RSA Form. Returns are subject to a 20% restocking fee and will only be accepted if the Goods and packaging are received in an unused and original condition. Return of incorrectly supplied goods at the Seller's expense will be by the carrier of the Seller's choice. The Seller will not accept freight charges for goods returned by other means. To the extent permissible by law, Goods specially purchased, manufactured, machined or cut to size to the Customer's specifications are not returnable.

6. **CLAIMS:** Westlab may ignore any claim for supply shortages or delivery discrepancies not notified to Westlab within seven (7) days of delivery. Westlab may ignore any claim for replacement of goods supplied if:
 1. Westlab is not permitted to inspect the goods on request;
 2. the goods were free of faults, defects and damage on supply; or (c) there is reasonable evidence that the goods were damaged after supply by misuse or unreasonable use.
7. **RIGHT OF OWNERSHIP:** Westlab reserves the right of ownership for all goods supplied or delivered until we have received payment. Where payment is made by cheque, it is not deemed to have been received by us until the bank clears the cheque. Risks to goods shall pass to the buyer at the point of delivery or upon advice from Westlab that the goods are ready for delivery.
8. **SECURITY:** All goods sold or supplied to the Buyer remain the property of Westlab until all debts owed by the Buyer to Westlab whatsoever are paid in full. The Buyer grants to Westlab a charge over the Buyer's current and future tangible personal property, to secure the performance of the Buyer's current and future obligations to Westlab . Westlab reserves all rights and remedies available on the Buyer's default on these Terms (including, without limitation, the right to seize and dispose of or retain goods).
9. **BUYER'S LIABILITY:** The Buyer is fully responsible and liable for all of Westlab's goods in the Buyer's possession, and must maintain those goods in the condition as received. Clauses 3 and 4 apply even if the Buyer goes into bankruptcy, liquidation or receivership, or changes ownership. The Directors of the Buyer (being a company) are personally, jointly and severally liable to Westlab for the Buyer's failure to pay any account by the date due.
10. **DEBT COLLECTION FEES:** The Buyer is liable for any debt collection service fees incurred in respect of any outstanding and overdue debts that the Buyer owes to Westlab.
11. **PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA"):**
 1. (Registration) Westlab may refuse to sell or supply goods to the Buyer until the Buyer provides all details and data needed to register a "financing statement" or "financing change statement" under the PPSA with respect to any security interest the subject of these Terms.
 2. (Application of payments) If the Buyer makes any payment to Westlab, Westlab may apply the payment to satisfy any obligation of the Buyer to Westlab (whether unsecured, secured by security interest, or secured by purchase money security interest). Westlab may: (a) apply the payment in any order or manner that it (in its absolute discretion) thinks fit; and (b) amend or re-apply any application made.
 3. (exclusions) Sections 95, 121(4), 125, 130, 132(3)(d), 132(4), and 135 of the PPSA are excluded and contracted out of to the full extent permitted by section 115 of the

PPSA. The Buyer waives the right under PPSA section 157 to receive a notice in relation to registration events which relate to collateral described in the registration as commercial property.

12. **SEVERABILITY:** If a clause or part of a clause in these Terms and Conditions is illegal, unenforceable or invalid, that clause or part is excluded from these Terms and Conditions without affecting the remaining Terms and Conditions.

13. **LEGAL EMAIL DISCLAIMER:** This email is intended only for the use of the party to which it is addressed and may contain information that is privileged, confidential, or protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, copying or distribution of this email or its contents is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete it from your computer.

14. **SAME DAY DISPATCH:** The 'Same Day Dispatch Guarantee' refers to items showing the 'Express Man' symbol and only applies to orders placed before 2pm AET. The guarantee is only applicable to Westlab's standard working hours of 8am to 5pm, Monday to Friday and excludes weekends and public holidays. The guarantee is void on any orders placed under review for any reasons and Westlab will not be held responsible for any unforeseen circumstances where by the guarantee can not be fulfilled. This includes but not limited to; power outages, natural disasters, technical problems.

15. **WESTLAB MARKETING MATERIAL:** This site is designed, constructed and maintained by Westlab. This web site as a compilation remains the property of Westlab. Site design, graphical design elements and programming elements remain the property of Westlab, unless otherwise specified. All images, photographs or other materials used in this site that are not the property of Westlab are used with the kind permission of the owner, and remain the property of the owner. Elements contained within this web site or related catalogues cannot be reproduced, copied, modified or used in any manner without the express permission of Westlab, or of the expression of permission of the owner of this material or information. Legal action will be taken if violated.

I hereby acknowledge that I am authorised to sign this application on behalf of, and agree to abide by Westlab's standard conditions if sales above.

I acknowledge and understand that Westlab may enquire of the Commercial Trade References provided and hereby authorise such enquiry.

NAME:		SIGNATURE:	
TITLE:		DATE:	