

TRADING TERMS AND CONDITIONS

TRADING TERMS

1. All payments/terms are strictly nett 30 days from statement date (i.e. month end)
2. Orders will not be processed for any account which has amounts outstanding for longer than 45 days from statement date.
3. (i) The goods supplied by Sheldon and Hammond Pty. Limited (Sheldon and Hammond) to the purchaser shall remain the sole and absolute property of Sheldon and Hammond as legal and equitable owner until such time as all monies due to Sheldon and Hammond by the purchaser have been paid to Sheldon and Hammond.
All goods supplied shall be at the purchaser's risk from the time of delivery of the goods to the purchaser;
- (ii) The purchaser acknowledges that it possesses the goods supplied to it as bailee for Sheldon and Hammond until such time as they are delivered to a purchaser in the ordinary course of the purchaser's business;
- (iii) The proceeds of sale of such goods shall be held in trust by the purchaser for Sheldon and Hammond and shall not be intermingled with any other money and shall be identifiable as Sheldon and Hammond's money;
- (iv) The purchaser undertakes to store such goods on its premises and in a manner which makes them readily identifiable as Sheldon and Hammond's goods; and
- (v) Sheldon and Hammond may for the purposes of examination of or recovery of its goods enter upon the premises where the goods are stored or where they are reasonably thought to be stored.
4. (i) These terms are governed by the law in force in New South Wales;
- (ii) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of New South Wales and the Courts of Appeal from them. Each party waives any right it might otherwise have to object to any action being brought in New South Wales;
- (iii) The purchaser indemnifies Sheldon and Hammond in respect of any loss arising from any breach by the purchaser of these terms including without limitation, legal expenses on a solicitor and own client basis.

PRICES

Current at time of catalogue printing. Subject to change without notice. We advise that goods will be dispatched at the prices ruling at time of dispatch.

MINIMUM ORDER

Minimum order is \$300 nett. A handling charge of \$25 will be billed on orders calling for less than \$300 nett worth of merchandise. Note: Orders from new accounts must have a minimum opening order value of \$500 including GST.

CREDIT CLAIMS/RETURNS

- a) Faulty goods without prior inspection by our agents or without our permission, will not be accepted. Generally, Sheldon and Hammond will accept returns for credit providing the merchandise received was shipped in error or is found to be defective in workmanship or material.
- b) A Sheldon and Hammond invoice reference number and date are required on all claims.
- c) Displays, shop worn or misused goods will not be accepted.
- d) Claims for short deliveries will not be recognised unless reported within seven days of receipt of merchandise.
- e) Claims of defective merchandise will not be recognised unless reported within seven days of receipt of merchandise.
- f) Sheldon and Hammond will not accept returns where merchandise has been returned, freight our cost, unless our nominated carrier has been used with our consent. Credits will only be issued after the merchandise is returned.
- g) Merchandise returned which is surplus to the purchaser's requirements will be subject to a 10% re-stocking administration fee. Only merchandise that is in its original condition will be accepted.

FOR FURTHER INFORMATION CONTACT YOUR LOCAL SALES OFFICE



NEW SOUTH WALES	QUEENSLAND	SOUTH AUSTRALIA	VICTORIA/TASMANIA	WESTERN AUSTRALIA
(Head Office) Telephone (02) 9482 6600 or Toll Free 1800 808 971 Fax (02) 9477 3470 or Toll Free 1800 644 842	Telephone (07) 3393 1488 Facsimile (07) 3891 1202	Telephone (08) 8352 4535 Facsimile (08) 8354 4367	Telephone (03) 9585 9000 Facsimile (03) 9585 9050	Telephone (08) 6241 2999 Facsimile (08) 6241 2900