



A division of Oakcase Pty Ltd  
ABN 60 053 966 733

20/322 Annangrove Road  
Rouse Hill NSW 2155  
AUSTRALIA  
Phone: (02) 9679 2829 \*Fax: (02) 9679 0775  
Email: [enquiries@oksafety.com.au](mailto:enquiries@oksafety.com.au)  
[sales@oksafety.com.au](mailto:sales@oksafety.com.au)  
[thomson@oksafety.com.au](mailto:thomson@oksafety.com.au)  
[melina@oksafety.com.au](mailto:melina@oksafety.com.au)

## Terms and Conditions of Trade

All prices stated in our Price List and/or Quotation are recommended prices only. There is no obligation to comply with recommendation.

All goods are supplied by O.K. Safety, hereafter referred to as the Company, on only the following terms and exclude any terms or conditions in documents submitted by the Customer, unless specifically agreed in writing by Oakcase Pty. Ltd. T/A O.K. Safety.

### 1. Specifications

The Company reserves the right to make any alteration or improvement to any specification or design, at its discretion, unless otherwise agreed.

### 2. GST

All prices quoted are GST exclusive in Price List and Quotations. All details of GST would be mentioned in all documents to Customer's Account.

### 3. Prices

Listed prices and delivery charges are based on current cost and are therefore subject to alteration without notice. Goods will be invoice at the price ruling at the date of delivery.

### 4. Minimum Order

The recognised trade prices shown in the Price List and Quotations are based on value of A\$300.00 (net order value). Any order below A\$300.00 will be subject to a surcharge of up to A\$30.00 to cover of administration.

### 5. Port of Delivery

Prices quoted are Free Into Store to Sydney metropolitan areas. Other State capital cities will incur freight charges.

### 6. Insurance

Goods will not be insured by the Company beyond the point of delivery. Insurance for loss or damage in transit beyond the point of delivery is the Customer's responsibility unless the Company has expressly instructed to effect insurance cover on behalf of the Customer and at Customer's cost.

### 7. Payment

Standard trading terms are net Thirty (30) days from the date of Invoice to approved Credit Customers. Supply will be stopped if account is not settled within 45 days from the date of Invoice. The Company reserves the right to not re-open stopped account upon final settlement and to insist upon future trading to be conducted on a cash basis.



A division of Oakcase Pty Ltd  
ABN 60 053 966 733

20/322 Annangrove Road  
Rouse Hill NSW 2155  
AUSTRALIA  
Phone: (02) 9679 2829 \*Fax: (02) 9679 0775  
Email: [enquiries@oksafety.com.au](mailto:enquiries@oksafety.com.au)  
[sales@oksafety.com.au](mailto:sales@oksafety.com.au)  
[thomson@oksafety.com.au](mailto:thomson@oksafety.com.au)  
[melina@oksafety.com.au](mailto:melina@oksafety.com.au)

#### 8. Cancellation

An accepted order cannot be cancelled excepted by mutual consent of the Company and Customer. All cost incurred up to the date of cancellation including a 15% handling charge, will incur to the Customer's Account.

#### 9. Return of Goods

Goods returned for Credit will only be accepted up to fourteen (14) days from the date of dispatch providing authorisation is obtained. All freight will be charged to Customer's Account. Credit will be allowed after 15% is deducted for handling. Merchandise returned because of errors or other defects on the part of the Company will be repaired at no charge or full credit allowed after the return of same. Non-standard and discount offer products are non-returnable.

#### 10. Samples

Cost of samples of specially modified or developed products will borne by Customer making the request and samples cannot be returned for Credit.

#### 11. Retention of Title

(a) Title of goods passes to the Customer upon full payment of Invoice. In the case of payment by Cheque, payment shall not be deemed to be received by the Company until the same has been cleared by the Bank on which it is drawn. Furthermore, the Customer hereby irrevocably authorises the Company to repossess the goods without any previous notice and to enter any premises for the purpose of such repossession in the event that the customer fails to make any payment when it is due, become insolvent or commit an act of bankruptcy or in the event that, in the sole opinion of the Company, the payment of any amount in respect of goods supplied by the Company is in jeopardy.

(b) The Customer shall be responsible at all times for maintaining the Company's property in a secure location and in good condition. Property lost as a result of theft, deterioration or for any other reason must be paid for by the Customer's account.

#### 12. Warranty

(a) The Company warrants that the goods manufactured by it and bearing its identification will be of merchandise quality for a period of Ninety (90) days from the date of Invoice and when used in condition under which such goods are normally used. If the goods are of defective nature they will be repaired or replaced free of charge on return to the Company within the warranty period, provided transportation charges are prepaid and inspection by the company substantiates the claim being made. Apart from the warranty the only conditions, warranties liabilities to compensate or indemnify, representations and statements which are binding upon the Company in relation to its supply of goods are those otherwise required by Law (including the Trade Act 1991) to be binding upon it and to the



A division of Oakcase Pty Ltd  
ABN 60 053 966 733

20/322 Annangrove Road  
Rouse Hill NSW 2155  
AUSTRALIA  
Phone: (02) 9679 2829 \*Fax: (02) 9679 0775  
Email: [enquiries@oksafety.com.au](mailto:enquiries@oksafety.com.au)  
[sales@oksafety.com.au](mailto:sales@oksafety.com.au)  
[thomson@oksafety.com.au](mailto:thomson@oksafety.com.au)  
[melina@oksafety.com.au](mailto:melina@oksafety.com.au)

extent permitted by such Laws the liability (if any) of the Company arising or resulting from any such conditions, warranties, liabilities to compensate or indemnify, representations and statements shall be at the Company's option to be limited to any of the following, the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods, or acquiring equivalent goods or of having goods repaired and otherwise all conditions and warranties whether express or implied by Law and all representations, statements and obligation which would otherwise be binding upon the Company are hereby expressly excluded.

(b) Except to the extent provided for immediately consequential as stated above in 12(a), the Company shall have no liability (including liability in negligence) to any person for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person in relation to the goods and without limiting that generality in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or deficiency whatsoever nature and kind of or in the goods.

(c) The Company does not promise that facilities for repair of goods or parts will be available.