

Rapid Clamps Product Warranty and Trading terms.

In these conditions "Rapid Clamps" means Rapid Clamps Pty Ltd, "Customer" or "You" refers to the person or company to whom the Products and/or Services are sold or supplied;

"GST" means the Goods and Services Tax assessable under the GST Law;

"GST Law" means a New Tax System (Goods and Services Tax) Act 1999, a New Tax System (Goods and Services Tax Transition Act) 1999 and all associated legislation, subordinate legislation and administrative rulings;

"Products" includes Repair Clamps and related pipe fittings and

"Supplier" means a supplier of Products to Rapid Clamps.

The following are the terms on which Rapid Clamps will supply, and Customer must acquire Products.

1. Ordering

1.1

You may order the Products from Rapid Clamps from time to time by completing, executing and sending to Rapid Clamps a purchase order ("Order"). An Order can also be placed via telephone and the signed proof of delivery will confirm the Order.

In placing an Order, Customer agrees to be bound by these Terms of Supply and agrees that if there is any inconsistency between the Terms of Supply and an Order, the Terms of Supply will govern to the extent of any inconsistency.

1.2

The supply of Products by Rapid Clamps to You is subject the Suppliers' ability to supply sufficient quantities and types of Products to Rapid Clamps.

2. Payment

2.1

The purchase price of Products is as set out in Rapid Clamp's most recent price list, quotation, email or quotation at the time You order Products from Rapid Clamps.

Freight, handling and insurance costs are in addition to the purchase price and will be shown separately on Rapid Clamps invoices.

2.2

Rapid Clamps may alter any prices of Products on 60 days prior notice to Customer.

2.3

Rapid Clamps will invoice You for amounts due at the times specified in the Order, specifying how those amounts are calculated.

2.4

You must pay each Rapid Clamps Tax Invoice on the last day of the month following the issuing of a Tax Invoice (30 day account).

2.5

Rapid Clamps will, in its sole discretion, issue you a credit limit and terms for payment which may differ to the requested terms. You undertake to trade within these terms.

2.6

Rapid Clamps may charge You interest on any overdue amount, calculated daily from the due date until the date of payment, at the interest rate charged by the National Australia Bank to its prime commercial customers on the due date.

2.7

You must reimburse Rapid Clamps for any expenses and charges incurred by Rapid Clamps in attempting to recover from You any overdue amounts, including without limitation, debt collection and legal fees.

2.8

All goods remain the property of Rapid Clamps until paid for in full.

3. Cancellation charges

3.1

If Rapid Clamps becomes liable to pay a Supplier's cancellation or rescheduling fee due to Customer cancelling an Order, then Rapid Clamps may recover those fees from the Customer.

4. Stock Returns for Credit

4.1

Products can only be returned to Rapid Clamps for credit within 14 days from invoice date even if Rapid Clamps is at fault.

If Rapid Clamps is not at fault and the customer wishes to return product, subject to the rest of this clause 4 being adhered to, the customer will:

4.1.1 Pay the cost of freight of the goods both to them and back to Rapid Clamps, as well as a restocking / administration fee if returning for Credit; OR

4.1.2 Pay the cost of freight of the goods back to Rapid Clamps if returning for credit and then received a replacement item of the same quantity.

4.2

Returned products can only be credited at the value equivalent to the original invoice purchase price of the products.

4.3

Damaged goods are not eligible for return. Rapid Clamps must be advised within 48hrs of the receipt of order. Rapid Clamps will then assess and advise on next steps.

Products to be returned must have a returns authorisation (RA) number clearly visible on the outside of the package (NOT on original carton), and the product must be unopened and in a re-sellable condition acceptable by Rapid Clamps.

4.4

Any goods that have been written on or defaced by You or your courier will not be eligible for return.

4.5

Approved product returns must be returned to Rapid Clamps within 3 days of the RA number being issued or the goods will be declined and returned to You at your cost.

4.6

All returns outside the above conditions are subject to a minimum 20% restocking fee, if and only if Rapid Clamps agrees to accept the return at the sole discretion of Rapid Clamps. Rapid Clamps is under no obligation to accept returns of Product from Customers.

Incorrect, Short Supplied Stock Claims

- 1. Rapid Clamps must be advised of any Incorrect or Short Supplied Stock Claims within 48hrs of the receipt of order.**
- 2. All Incorrect or Short Supplied Stock Claims must be submitted along with the following supporting documents:**
 - a. Original Sales &/or Purchase Order**
 - b. Additional supporting documents can also include e.g. photos, stock audit results, proof of deliveries**

5. Warranty

5.1

Rapid Clamps provides a 12 month warranty on all products sold subject to these terms and conditions.

5.2

Rapid Clamps warrants that all Products supplied are fit for purpose.

5.3

Should any Products not meet the Customer requirements for this purpose, then Rapid Clamps will replace the Products at no cost to the Customer or provide the Customer with a full refund at the Customers preference.

Such replacement or refund is subject to the Customer notifying Rapid Clamps within 7 days of sale. Failing which Rapid Clamps may charge a nominal restocking fee.

5.4

All warranty claims are subject to Rapid Clamps review and acceptance.

5.5

Rapid Clamps warrants that it uses reasonable care and skill to ensure that its products of reasonable quality.

Rapid Clamps will, at its cost, and at its sole discretion:

- (i) remedy any defect or faulting any product purchased; or
- (ii) replace any product in respect of which there is a defect or fault, during the warranty period, provided that written notice is given by You to Rapid Clamps of any such defect or fault in the product as soon as You become aware of that fault or defect. All warranty claims must be returned to Rapid clamps for assessment.

Rapid Clamps accepts no liability to remedy any defect in a product or replace a product with a defect or fault is caused or contributed to by:

- (i) Your failure to install the products according to the specific installation instructions supplied with each product, available from www.rapidclamps.com or can be requested from Rapid Clamps.
- (ii) You use the product in a manner or for a purpose for which it was not designed.

Except as provided for in this warranty, and to the extent allowed by law, Rapid Clamps liability respect of the product under the law of any State or Territory is excluded. Where liability may be limited but not excluded by any applicable State or Territory Law, liability is limited to the full extent possible under that law.

This clause will only apply in Australia to the extent to which the provisions of the Competition and Consumer Act 2010 apply to contracts entered into by Rapid Clamps for the provision of goods and services.

Liability for a breach of a conditional warranty implied by the Act is limited to any one of the following, as determined by Rapid Clamps in its sole discretion:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired.

In no event will Rapid Clamps be liable to You for any damages, including loss of profits, loss savings or any other incidental or consequential damages arising out of the use or inability to use the product or any claim by any other party. All claims are limited to the repair or replacement of the products only and do not include any

labour or transportation charges the entire risk as to the use and performance of the product is assumed by You.

Power Tools shall not be used to tighten or assemble products. Any damage claim or product failure associated to this matter will be promptly dismissed or rejected.

All information supplied by Rapid Representatives shall be reflected in the catalogue or verified with Rapid Clamps directly to deviate from the primary intended use of a specific product or the product limitations.

All installation matters and failures related to installation matters will be the installers responsibility will remain so throughout the life of the product.

Rapid Clamps accepts no responsibility for damage to any ancillary equipment or inconvenience caused by the failure of its products.

Rapid Clamps reserves the right to alter fittings or specifications at any time.

6. Risk and title

6.1

Ownership of any products and packaging delivered remains vested in Rapid Clamps until payment of all amounts owing on account for any products supplied, whether past or present, has been paid in full. In the event that any amount is due, owing and payable Rapid Clamps shall be entitled to enter upon any premises where the products previously supplied by Rapid Clamps are located and remove from such premises and take possession of any such products at invoice value in satisfaction of any and all unpaid amounts which are due, owing and payable at that time by You to Rapid Clamps. There shall be no requirement whatsoever on the part of Rapid Clamps to identify any specific stock item to any unpaid invoice.

7. Indemnity

7.1

You indemnify Rapid Clamps, its employees, agents and subcontractors against all losses, damages, expenses and costs (on a full indemnity and solicitor and own client basis and whether incurred by or awarded against any of them) that any of them may sustain or incur as a result, whether directly or indirectly, of any Claim.

7.2

For the purposes of these Terms of Supply, "Claim" means any claim by any third person for loss or damage to any property, injury to or death of any person or economic loss arising out of or relating to any or all of the Products, any delay or failure in supplying the Products and these Terms of Supply.

8. Termination of Contract

8.1 We shall be entitled to immediately terminate this contract if:

- 8.1.1 You are in breach of any of the conditions;
- 8.1.2 Execution is levied on Your property; and / or
- 8.1.3 You make any arrangement or composition with Your creditors or commit any act of bankruptcy or proceedings in bankruptcy are commenced against you or, if you are a company, any resolution or application to wind up is passed or presented against you or a receiver and manager or receiver or administrator is appointed.

8.2 In these terms and conditions of sale "act of bankruptcy" shall be deemed to include entering into a composition and the execution of a Deed of Assignment or Deed of Arrangement.

9. General

9.1

In consideration of the provision of credit to You at Your request and at the request of the person or persons signing this application (herein together called "The Guarantor"), You and the Guarantor (and each of them jointly and severally) agree with the companies (and each of them) as follows:

- 9.1.1 That the terms of payment provided to You by Rapid Clamps and notwithstanding any previous indulgence all monies are then due and payable on demand;
- 9.1.2 That You will pay on request interest at the interest rate charged by the National Australia Bank to its prime commercial customers on any overdue amount on the account;
- 9.1.3 That You and the Guarantors will pay any debt collection expenses or legal costs incurred in respect of any default by it in paying the account;
- 9.1.4 That Rapid Clamps may withdraw credit facilities at their discretion without prior notice;
- 9.1.5 That unless otherwise stated in this application, the Customer is not structured on a trusteeship involving discretionary, unit or family trusts;
- 9.1.6 That Rapid Clamp's terms and conditions of sale apply to each order or invoice and all dealings between the parties and the applicant and the Guarantor hereby acknowledges receipt of the Rapid Clamps terms and conditions of sale;
- 9.1.7 That each person who signs this application (regardless of whether it is proposed or intended that any other person should also sign this or any similar agreement or application) acknowledges signing as Guarantor and agrees as follows:
 - 9.1.7.1 To guarantee the indebtedness and liabilities of the Customer with Rapid Clamps;

9.1.7.2 To indemnify the companies and each of them from and against any liability or loss as a result of any default of the Customer in complying with its obligations hereunder, and without limiting the foregoing, its obligations regarding credit provided by Rapid Clamps and the terms and conditions of sale;

9.1.7.3 To pay and be personally liable for the amount of the Customer's debts including interest and costs to Rapid Clamps, in the event that the Customer is in default under this agreement and, without limiting the foregoing, the terms of credit provided by Rapid Clamps and the terms and conditions of sale and to allow Rapid Clamps to charge property both real and personal including the registration of a caveat in respect of real property upon default by the Customer; and

9.1.7.4 To be so liable to Rapid Clamps on the signing of this agreement.

9.3

These Terms of Supply contain the entire agreement between Rapid Clamps and You in relation to its subject matter and supersede all prior negotiations, agreements, understandings and commitments between Rapid Clamps and You in relation to that subject matter.

9.4

These Terms of Supply shall be governed by and construed in accordance with the laws of New South Wales and the parties hereto submit to the non-exclusive jurisdiction of the Courts of New South Wales in respect of any dispute or matter arising out of or connected with these Terms of Supply.

9.5

If a dispute arises concerning these Terms of Supply, then the dispute must first be referred for mediation in accordance with the Australian Commercial Disputes Centre Mediation Guidelines or, at the instance of Rapid Clamps, proceed by way of Court proceedings.

9.6

Rapid Clamps may subcontract to any person the performance of any of its obligations under these Terms of Supply.

9.7

Where this document forms part of a quotation:

9.7.1 The quotation is not to be constructed as an offer or obligation by Rapid Clamps to sell and Rapid Clamps reserves the right at its option to accept or reject any orders received;

9.7.2 The quotation is, prior to receipt of acceptance, subject to alteration or withdrawal at any time by Rapid Clamps

9.8

Any quotation, email, price list or document indicating a price and delivery term, is only valid for 24 hours unless specifically stated otherwise. All prices quoted herein

are exclusive GST and any other Government imposts and charges, unless specifically stated otherwise.

9.9

That each person who signs this application acknowledges and agrees that:

- 9.9.1 They do so for and on behalf of the Customer;
- 9.9.2 They have the authority of the Customer to apply for credit in terms of this application on its behalf; and

9.10

Without limiting the foregoing or being limited thereby this application includes and constitutes a guarantee and indemnity by them of the debts and liability of the Customer with Rapid Clamps.

10. Notice of Disclosure of Your Credit Information To a Credit Reporting Agency

Under Section 18E (8) (c) of the Privacy Act, we are allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18(E) (1) Privacy Act 1988.

Notice of disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

10.1

Rapid Clamps may give information about You to a credit reporting agency to obtain a consumer credit report about You, and/or to allow the credit reporting agency to create or maintain a credit information file containing information about You.

10.2 The information is limited to:

- 10.2.1 Identity particulars – name, (including former names);
- 10.2.2 Address (maximum of three addresses consisting of a current or last know address and two immediately previous addresses);
- 10.2.3 DOB, sex and drivers licence number;
- 10.2.4 Application for credit or commercial credit – that fact that You have applied for credit and the amount;
- 10.2.5 The fact that Rapid Clamps is a current credit provider to You;
- 10.2.6 Payment which becomes overdue more than 60 days and for which collection action has commenced;
- 10.2.7 Advice that payments are no longer overdue;
- 10.2.8 Information that, in the opinion of Rapid Clamps, You have committed a serious credit infringement (i.e. fraudulently or shown an intention not to comply with your credit obligations.);

10.2.9 Dishonoured cheques – cheques drawn by You for \$100 or more which have been dishonoured more than once;

10.2.10 That credit provided to You by Rapid Clamps has been paid or otherwise discharge;

10.3

Period to which this understanding applies - This information may be given before, during or after the provision of credit to me/us.

10.4

Giving information to a Credit Reporting Agency (Section 18E (8) Privacy Act 1988) - Rapid Clamps has informed You that it may give certain personal information about You to a credit reporting agency.

10.5

Access to Commercial Credit Information (Section 18L (4) Privacy Act 1988) - You agree that Rapid Clamps may obtain information about You from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing Your application for credit.

10.6

Access to Consumer Credit Information (Section 18K (1) (b), Privacy Act 1988) - You agree that Rapid Clamps may obtain a credit report containing information about You from a credit reporting agency for the purpose of assessing Your application for commercial credit.

10.7

Exchange of Credit Worthiness Information (section 18N, Privacy Act 1988) - You agree that Rapid Clamps may exchange information with those credit providers named in a consumer credit report issued by a credit reporting agency for the following purposes;

10.7.1 To assess an application by You for credit;

10.7.2 To notify other credit providers of a default by You;

10.7.3 To exchange information with other credit providers as to the status of this agreement where You are in default with other credit providers; and

10.7.4 To assess Your credit worthiness.

10.8

You understand that the information exchanged include anything about Your credit worthiness, credit standing, credit history or credit capacity that providers are allowed to exchange under the Privacy Act.