

STALLION PRODUCTS AUSTRALIA TERMS AND CONDITIONS OF SALE

These are the terms and conditions upon which Taddei United Pty Ltd (A.C.N 069947069) trading as Stallion Products Australia ("company") sells and quotes goods to another party ("customer").

1. Governing Terms & Conditions

These terms and conditions are the only terms and conditions which are binding upon the company with the exception of those expressly agreed in writing by the company or which are imposed by law. Supply against customer documentation containing or referencing customer's standard terms and or conditions does not constitute acceptance of those terms. If any provision or part of a provision of these terms and conditions is or becomes void, invalid or unenforceable then the same shall be severed from these terms and conditions but the remainder of these terms and conditions will continue in full force and effect and shall be unaffected by such severance.

2. Price & Description

The price and description of the product is as provided either verbally, from the company's price list, website, Ebay or Gumtree websites. We may change the price list at any time without prior notice. Reference to sizes, widths and specifications of the products are approximate only and are subject to normal trade tolerances. The customer is responsible for ensuring that the type of product ordered and the standard specifications for the product are suitable for its intended use by the customer and the company is not liable to the customer for any product ordered which is unsuitable for the customer's intended use.

All amounts payable or quoted are expressed exclusive of Goods and Services Tax ("GST") and customer will be liable to pay GST on all taxable supplies (being purchase or supply of any goods and services by the company) and will be added to the final grand total of the invoice.

3. Terms of Payment

Goods are supplied on a cash on delivery ex works basis. If the customer fails to make payment in accordance with this clause, all amounts owing by the customer on all its accounts with the company shall immediately become due and payable. "Ex works" or other delivery terms used in orders have the meaning defined in Incoterms 2010 (International Chamber of Commerce publication).

Overdue amounts shall bear interest at 14% per annum calculated daily from the date the monies became due until the actual date of receipt. The company may at any time serve on the customer a notice varying the interest rate as from the future date specified, and being a date no less than 7 days after the date of service of such notice.

The customer shall be liable for legal or other costs incurred by the company in the recovery or attempted recovery of any amounts due and payable by the customer with such legal costs being payable upon a solicitor / client basis.

All orders cannot be cancelled once production has commenced and the customer shall be liable for the purchase price of the goods regardless of whether the customer still requires the goods.

4. Inspection and Acceptance

The customer must examine all goods immediately and shall be deemed to have accepted that the goods are of the description, quality and quantity ordered, unless:

- 4.1. All claims for damage in transit must be in writing including photographs within 24 hours upon receiving the goods. The customer is responsible for carefully checking all goods by opening any package and box, even if the box looks undamaged prior to signing the receiving documentation from the transport company. We understand the driver may not want to wait while you checking but this is not an allowable reasons for not checking the goods upon receipt. If the goods are damaged do not sign the consignment note and contact our office immediately (phone number: 08 9458 2646 or 0417 966 807).
- 4.2. All other claims of manufacturing faults must be submitted to the company in writing within seven (7) days after delivery, after which the company shall not be liable for claims of this nature unless required by law. It is the responsibility of the customer to test the goods within the seven (7) days satisfied testing period starting from the date of delivery to be considered for a 100% refund of purchase price excluding delivery or freight costs.
- 4.3. If company has agreed to accept return of any goods, they must be returned in their original and undamaged condition and unless otherwise authorised by the company, with freight, insurance and other costs charged to the customer. The company reserves the right to charge a handling and restocking fee of up to 25% of the sale price of the goods returned.

5. Passing of Property and Risk

Goods supplied by the company to the customer shall be at the customer's risk immediately upon the goods being loaded on to the vehicle effecting delivery to the customer or upon the goods being placed in the customer's custody or the goods being moved at the customer's direction (whichever is the sooner). If goods are processed to the customer's specifications from material supplied by the customer risk in such material shall remain with the customer at all times. Legal ownership in the goods shall not pass to the customer until those goods have been paid for in full.

Where payment is not received by the company by the due date or in the event of a receiver being appointed to the customer, or a petition being presented for the winding up of the customer or the customer being declared insolvent or bankrupt, the customer shall, should the company so require, deliver up the goods to the company failing which the company by its servants or agents is hereby irrevocably authorised to enter any premise of the customer where the goods may be situated and to take possession thereof. The company shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the customer as a result of the company taking repossession of the goods. The customer further agrees to indemnify the company against all claims against the company arising from the company taking repossession of the goods.

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In the event of the company being unable to recover the goods as outlined above the company shall be entitled to maintain an action for the sale price of the goods notwithstanding that it retains legal ownership of the goods pursuant to the above clauses and all legal costs and expenses incurred by the company in the recovery of any unpaid account shall be paid by the customer with such legal fees to be charged on a solicitor / client basis. The company is authorized to take all possible steps under the personal Property Securities Act C'th 2010 to register its interest in such goods and the customer irrevocably undertakes to provide all necessary information reasonably required by the company to enable it do so. Company may withhold delivery of goods without liability pending receipt of such information.

6. Delivery of Goods

All orders shall be delivered as promptly and efficiently as possible. The company is not liable for any losses arising as a result of any failure by the company to deliver the goods at any agreed time or within a reasonable period. Where the customer does not take delivery when the goods are ready, the company shall be entitled to store the goods without liability and in the open if necessary, at the customer's risk. Goods not taken within a reasonable time may be disposed of at customer's cost without detriment to the company's entitlement to claim payment of the balance of the price from customer. Goods with large or heavy packages may require a forklift / machinery services to unload at the delivery address selected by the customer. Such large or heavy goods will be delivered to our nearest depot and require the customer to arrange for pickup and delivery to their selected address.

7. Charges

In addition to the purchase price, all delivery charges, goods and services tax (GST), extra packaging charges and government taxes, if any, shall be payable by the customer. Where a credit card is used for payment of accounts, a 2% credit card surcharge will be processed with any credit card payments.

8. Warranty and Indemnities

All Goods sold by the company are deemed to be Do It Yourself ("DIY") products and as such are supplied by the Company for the use and installation by the customer without the physical aid or provision of labour services of the Company. The customer acknowledges purchasing the DIY products completely at the customers' risk and indemnifies the company against all claims, losses, expenses, damages, injury or death, actions and suits based upon alleged express or implied representations or advice, merchantability of the goods, their fitness for any particular purpose or as to their safe use including incorrect or negligent installation.

The company provides 12 months from the date of purchase manufacturer's warranty against defective workmanship and materials supplied by company. If the company determines any goods returned within the manufacturer's warranty period to be defective, the company shall either replace the goods or refund the original purchase price of the goods. The Company makes no other warranty to the customer with respect to the goods, either express or implied including, without limitation, the implied warranties of merchantability or fitness for a particular purpose.

The Company shall not be liable for and the customer hereby releases the company from any claim, action, damages, death, injury or liability for consequential loss or damage to the customer or any persons or property arising by reason of materials or workmanship being defective or faulty, negligence in installation of the DIY products including negligence to follow or use advice or installation guides provided by the Company or on the Company's website and incorrect use or selection of DIY products by the customer or any agent, employee, sub-contractor, invitee or servant of the customer at any time.

To the full extent of the law, all warranties do not apply if the goods have received maltreatment, inattention or interference or the goods have not been used or installed correctly by the customer or any agent, employee, sub-contractor, invitee or servant of the customer. To the extent where the company is not permitted by law to exclude the warranty, the company's liability for any claim is limited to a refund of the purchase price actually paid, replacement of the damaged goods or supply of equivalent goods at company's absolute discretion. In no circumstances is company liable for special, indirect or consequential loss, even if the customer advises the company of any special circumstances.

The customer agrees to indemnify the company from and against all claims, actions, suits, demands, costs, losses, damages and expenses suffered or incurred by the company or by any other person arising out of the use, possession, acquisition or installation of the goods by the customer or any agent, employee, sub-contractor, invitee or servant of the customer at any time or in connection with information provided by the company in respect of the goods and/or delivery to the customer of the goods.

Any advice, recommendations, information, assistance or service provided by the company in relation to any goods supplied or manufactured for the customer, in respect of their use or application is given in good faith and is given without liability on the part of the company and it shall be the responsibility of the customer to confirm the accuracy and reliability of the same advice, information, assistance or service regarding the uses of the goods to which the customer makes or intends to use the goods.

Should the customer be unable to fulfill the terms of this Clause, the customer is to immediately notify the Company to ensure all DIY products are rectified by the Company in accordance this Clause. The Company agrees to assist the customer to rectify any issues or problems notified by the customer at the cost to the customer.

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9. Limitations of Warranty

- 9.1. All Goods supplied by the Company must be fit for the purpose for which they are to be used and must strictly comply with the Building Code of Australia or any other relevant law, regulation standard or code when installed. The customer or any agent, employee, sub-contractor, invitee or servant of the customer at any time agrees to install any DIY products supplied in accordance to any expert advice provided by the Company, installation guides provided by the Company including those available on the Company's website and agrees to install any DIY products in accordance to the Building Code of Australia and /or any other relevant law, regulation standard or code including local shire requirements. Any breach of this term and condition shall nullify any claim, action, damages, loss, injury or death of the customer or any other person against the Company.
- 9.2. All goods sold by the company are suitable for DIY purposes providing the customer is of above average skills and ability however, any electrical installation relating to the goods (such as, but not limited to connection from shower to house supply of electricity) must be installed by a fully qualified / registered electrician. Any warranty claims or warranty coverage will be void if this is not undertaken. It is recommended to use the aid of a fully qualified plumber during the installation or testing stage of any goods supplied to the customer. At the discretion of the company, any warranty or warranty claims may be void where the incorrect installation or testing of any parts requiring the aid of a fully qualified plumber is not undertaken.
- 9.3. All Goods must be tested within the seven day satisfied testing period, failure to test goods within this time frame will void, at the company's discretion, any claims for warranty. Water leaks are not covered as all products are made from impervious materials and it is the responsibility of the customer to check all plumbing joints and / or pipes during installation to ensure they are tight or require additional silicon application. Any leak found will always be a resultant of sealing problems, if a fault has been identified in the structure of the goods (base cracked, column split etc) during the build and seven (7) day satisfied testing period causing a leak, this must be reported to the company within seven (7) days as no negotiations or warranty claims will be accepted after the good has been in use. No replacements will be given freely after this period and this must be borne in mind during the build as all parts, are at this point, considered to have been in good condition on delivery.
- 9.4. Incorrect build or installation, negligence on installers' behalf, changes to manufacturers specifications, modifications, incorrect maintenance, Lime scale / calcium build up, incorrect cleaning procedures or inadequate / spasmodic water supply contributing to parts failure and incorrect consumer use will result in voiding any warranty claims.
- 9.5. Please note, our warranty does not cover consequential or incidental damage however, caused relating to any product or good failure or defect including but not limited to flooding, electrical failure or water ingress. This includes, but not limited to carpets, floors, ceilings, walls and other appliances.