

## MSA Safety Shop Australia

### Trading Terms & Conditions

#### Disclaimer

Please note: MSA Safety Shop Australia makes every effort to ensure all details are accurate and correct, however we reserve the right to correct any errors or omissions including advertised prices

#### Freight Charges

\$19.90 per order. Orders above \$600.00 no freight charge.

Goods listed with "This item may require additional cartage charge" will be assessed by the customer support team. You will be contacted if the freight charge is greater than the prices quoted above prior to the sale being processed.

#### Ordering

Orders can be placed online here on our website via our secure payment gateway.

If you have any questions at any stage of your order process, please do not hesitate to contact one of our customer support team who will gladly assist you.

#### Contact and Payment Details

Phone Toll Free 1300 386 263

#### Conditions of Sale

All returned goods will be charged a 20% or minimum \$15.00 restocking fee unless otherwise authorised

##### 1. Determination of conditions

These conditions shall apply to all orders for goods placed by buyer with MSA Safety Shop Australia to the exclusion of all other terms or conditions unless otherwise expressly agreed in writing. If the terms of the buyer's order are inconsistent with these conditions then the delivery of the goods to the buyer or as the buyer directs shall constitute an offer by MSA Safety Shop Australia to sell the goods to the buyer pursuant to these conditions, which offer buyer shall be deemed to accept by retaining the goods.

##### 2. MSA Safety Shop Australia may decline orders

MSA Safety Shop Australia reserves the right to accept in whole or part any order or decline an order or part order not accepted is deemed cancelled.

##### 3. Cancellation of orders

Once lodged with MSA Safety Shop Australia, an order may not be cancelled or delivery delayed without MSA Safety Shop Australia prior agreement in writing and then only on the terms incorporated in such agreement.

#### 4. Terms of payment

All accounts are to be settled in full within 7 days of the receipt by the customer of the supplier's statement.

That should the customer default in the payment of any monies due under this agreement then all monies due to the supplier shall immediately become due and payable and shall be paid by the customer within seven (7) days of the date of demand and the supplier shall be entitled to charge interest at the rate of 15% per cent per annum on all overdue accounts from the date of due payment until the date of actual payment.

Any expenses, costs or disbursements incurred by the supplier in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the customer providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor.

The supplier shall be entitled without notice to terminate any credit arrangement with the customer in the event of the customer defaulting in any of the terms and conditions herein contained.

The supplier shall be entitled at any stage during the continuancy of this agreement to request such security or additional security as the supplier shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.

The customer hereby acknowledges that the goods supplied by the supplier shall remain the property of the supplier until the supplier receives payment for the same. The supplier hereby agrees to allow the customer to deal, sell or trade with the goods in the normal course of business and for the customer to retain the sales proceeds of such sale or dealing provided that the customer adheres to the terms and conditions of this agreement, then the supplier shall have the right (without giving notice) to retake possession of the goods supplied to the customer by the supplier and the customer hereby authorises and allows the supplier or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purpose of retaking possession of same and the supplier 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 supplier retaking possession of the goods.

#### 5. Delays

Any date for delivery given by MSA Safety Shop Australia is the estimated date for delivery only and MSA Safety Shop Australia shall be under no liability for any loss or damage howsoever arising if the goods are not delivered by that date. Where MSA Safety Shop Australia is unable to deliver the goods because of accidents to machinery, differences with workmen, strikers, lockouts, breakdowns, labour shortages, fires, floods, priorities required or requested by any Government or agents thereof, delays in transportation, lack of transportation facilities or restrictions imposed by any laws or any other cause beyond the control of MSA Safety Shop Australia, then the estimated date for delivery shall be extended until the cessation of such matter of matters.

#### 6. Point of delivery and passing of risk

Unless otherwise agreed in writing or stated in MSA Safety Shop Australia's current price list, buyer shall take delivery of the goods at MSA Safety Shop Australia's nominated premises and risk in respect of the goods shall pass on such delivery. To the extent that MSA Safety Shop Australia accept responsibility for damage to goods in transit, such responsibility shall end upon delivery into buyer's store. In any event, MSA Safety Shop Australia will accept no liability for damage to goods in transit not notified in writing to it and to the carrier concerned within seven (7) days after delivery of the goods to buyer.

#### 7. Non-Delivery

MSA Safety Shop Australia shall accept no liability for non-delivery of goods unless written notification of such non-delivery is received within 21 days after receipt of MSA Safety Shop Australia's invoice including

those non-delivered goods. MSA Safety Shop Australia's liability for non-delivery shall be limited to replacement of the goods within a reasonable time.

## 8. Title

Notwithstanding paragraph 6 above, until payment in full to MSA Safety Shop Australia for the goods:

- i. Property in the goods remains with MSA Safety Shop Australia and buyer agrees to hold the goods as bailee for MSA Safety Shop Australia
- ii. MSA Safety Shop Australia may at any time terminate any contract relating to the goods and bailment without bailment to buyer and may thereupon take possession of the goods.
- iii. Buyer authorises MSA Safety Shop Australia by its servants or agents to enter any premises owned, leased or otherwise occupied by buyer for the purpose of taking possession of the goods and authorised MSA Safety Shop Australia by its servants or agents to use all reasonable force to obtain such possession and the goods are sold by buyer. Buyer acknowledges that such sale is by buyer as bailee for and on behalf of MSA Safety Shop Australia and agrees to hold the proceeds of sale on trust for MSA Safety Shop Australia until payment in full to MSA Safety Shop Australia for the goods.

## 9. Warranties

### a) Sale to Non-consumers

In the case of goods supplied by MSA Safety Shop Australia to a person or corporation who or which is not a consumer within the meaning of the Trade Practices Act 1974 (such consumer being hereinafter referred to as "consumer")

- i. Except as provided herein, buyer agrees that it has not relied on any inducement, representation or statement made by or on behalf of MSA Safety Shop Australia in purchasing the goods and that there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of MSA Safety Shop Australia)
- ii. MSA Safety Shop Australia shall not be liable to make good any expenditure, damages and/or loss arising out of any user or dealing with any goods delivered pursuant hereto, however such expenditure, damages or loss shall arise and whether from any defect in the goods or otherwise howsoever. MSA Safety Shop Australia's liability being strictly limited to replacement of any defective goods on such defective goods being returned to MSA Safety Shop Australia at its premises at the cost of the buyer. MSA Safety Shop Australia shall not be liable for any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by buyer goods delivered to MSA Safety Shop Australia remain at buyer's risk. MSA Safety Shop Australia shall not be liable for any loss or damage to goods in MSA Safety Shop Australia's possession whether caused by the negligence of any of MSA Safety Shop Australia's servants, agents or employees or other cause whatsoever.

### b) Sale to consumers

- i. In the case of goods supplied by MSA Safety Shop Australia hereunder to a person or corporation who or which is a consumer.
- ii. Except for any other conditions or warranties issued in writing by MSA Safety Shop Australia and except for those conditions and warranties implied by the Trade Practices Act 1974 or other sale good or consumer protection legislation which cannot be excluded, buyer agrees that it has not relied on any inducement, representation or statement made by or on behalf of MSA Safety Shop Australia in purchasing the goods and there are no implied conditions or warranties herein or collateral contracts in

connection herewith (except such as may be in writing and signed by a duly authorised representative of MSA Safety Shop Australia).

- iii. To the extent that the goods the subject herat are goods of a kind not ordinarily acquired for personal domestic or household use or consumption: the liability of MSA Safety Shop Australia to buyer for breach of any warranty or condition (other than a warranty or condition implied by section 69 of the trade practices act 1974) or for breach of any duty of care shall in all cases be limited, at the option of MSA Safety Shop Australia, to any one or more of the replacement of the goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired. And, without limiting the generality of the forgoing MSA Safety Shop Australia shall not be liable for any special consequential direct or indirect loss, damage, harm or injury suffered or incurred as a result of any such breach.
- iv. Goods delivered to MSA Safety Shop Australia remain at buyer's risk: MSA Safety Shop Australia shall not be liable for any loss of or damage to goods in MSA Safety Shop Australia's possession whether caused by negligence of any of MSA Safety Shop Australia's servants, agents or employees or any other cause whatsoever.

### c) Manufacturer's Liability

In the event that buyer calls upon MSA Safety Shop Australia to indemnify buyer pursuant to a right accruing to buyer under the trade practices act 1974 in respect of any liability of buyer to a consumer as a result of a breach of a condition or warranty implied by that act in a contract for the supplier of goods by buyer to that consumer:

- i. In respect of goods that are of a kind ordinarily acquired for personal, domestic or household use or consumption, the foregoing provisions will not apply and the liability of MSA Safety Shop Australia to buyer as aforesaid in respect therefore is limited to indemnifying buyer in accordance with the trade practices act 1974.
- ii. In respect of goods other than goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of MSA Safety Shop Australia to buyer as aforesaid in respect thereof is, subject to the trade practices act, 1974, limited to a liability to pay to buyer an amount equal to the cost of replacing the goods, or the cost of obtaining equivalent goods, or the cost of having the goods repaired, whichever is the lowest amount.

## 10. Return of goods

### a) Return not generally accepted all returns will incur a 20% or \$15.00 minimum fee upon the original purchase price as restocking fee.

Except in accordance with clause 6 hereof, no goods shall be returned without prior consent in writing of MSA Safety Shop Australia and where goods are returned without such consent, they shall be returned to buyer at buyer's expense.

### b) Manner of return

Unless otherwise agreed in writing by MSA Safety Shop Australia, all returns should be made via MSA Safety Shop Australia's authorised transport making the initial delivery and all goods must be accompanied by an itemised credit claim signed by an officer of the buyer stating the reason for the return of goods. Intention to return goods must be notified to MSA Safety Shop Australia within 7 days of delivery to buyer and return must be to MSA Safety Shop Australia's premises within 2 weeks of dispatch of the goods from MSA Safety Shop Australia's premises.

**c) Returnable goods**

Notwithstanding the foregoing, products in unopened, undamaged and original packages may be returned provided that they are received into MSA Safety Shop Australia's premises no later than 2 weeks after date of expiry and provided that transportation charges in respect thereof are paid by buyer.

**d) Non-returnable goods**

- i. Return shall not be accepted of any of the following:
- ii. Products which are more than 2 weeks from date of sale.
- iii. Products returned by other than the original buyer, and
- iv. Products expressly sold on a non-return basis,
- v. All disposable respirators and respiratory protection full face and half face respirators and their associated filters.

**11. Governing law and submission to jurisdiction**

These conditions and any contract incorporating them shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties hereto accept the exclusive jurisdiction of the courts expressing jurisdiction in that state.