



ABN 95524256681

533 Brighton Road South Brighton Ph.(08)83773566

E. admin@mowermart.com.au W. www.mowermart.com.au

Terms & Conditions

In these terms and conditions "we" and "us" mean Dad and Jerry's Family Trust, trading as Dad and Jerry's Mower Mart, and "you" means you the customer. These terms and conditions together with your Order and credit application if applicable constitute the entire Contract between us and you for the supply of Products. No other terms and conditions will apply. The Contract cannot be varied unless we agree to vary it in writing or by email.

Supply of Your Products

Subject to the terms and conditions, we will supply to you the Products indicated on your Order. Prices The price payable by you for the Products will be indicated at the time you place your Order. You are required by law to pay Goods and Services Tax, (GST) on any products. GST will be in addition to the stated prices, if it is not shown otherwise. All prices are in Australian dollars. All goods are sold at the price current at the time of delivery. Costs and charges for freight and handling at the point of delivery to you or your agent are payable by you unless otherwise stated. NOTE:- Pricing may vary from time to time subject to exchange rate variations and/or material increases outside of our control.

Your Invoice

We will email your Invoice to you at the email address indicated on your application when goods are delivered or are ready for collection as deemed by you. Your Invoice will be your proof of purchase. The agreed terms are CODs, i.e., payment is due upon delivery unless an application for credit has been approved and then is subject to approved term and limit. The Customer hereby agrees & acknowledges that at our absolute discretion, interest of 5% per week will be levied on any or all amounts in default of the agreed trading terms. The Customer further agrees to indemnify us for any legal costs incurred (including but not limited to charges & commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the Customer further agrees to indemnify us for any dishonored cheque fees incurred and in the event that the Customer's account is in default of the agreed trading terms to indemnify the Supplier against its collection fees & legal costs. We may withdraw credit facilities to the Customer at any time without notice. Without limiting our rights to withdraw credit, we reserve the right to stop supply & place the account on hold until the account is returned to the agreed trading terms, and we agree to recommence supply Retention of Title Until all invoices are paid in full, and all monies receipted and cleared, ownership of the goods remain with us, but the risk passes to the Customer on delivery. In the event the Customer is in default of the agreed trading terms, then the Customer without reservation grants right of entry to any or all properties under the Customer's control, where the goods are reasonably expected to be stored. The Customer indemnifies and save harmless Dad and Jerry's Mower Mart, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further in the event that we exercise our right of retaking possession of the said goods, the Customer grants power of sale to us to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will



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be the responsibility of the Customer. Personal Properties Securities Act 2009 The Customer hereby acknowledges that these Terms and Conditions constitute a security agreement which creates a security interest in favor of Dad and Jerry's Mower Mart in all Goods previously supplied by Dad and Jerry's Mower Mart to the Customer (if any) and all after acquired Goods supplied by Dad and Jerry's Mower Mart to the Customer (or for the Customer's account) to secure the payment from time to time and at a time. The Customer acknowledges and agrees that by assenting to these terms the Customer grants a security interest (by virtue of the retention of title clause in these Terms and Conditions of Trade) to the Supplier and all Goods previously supplied by the Supplier to the Customer (or for the Customer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Customer's purchase order.

Delivery of Your Products

Unless otherwise agreed by us, we will deliver your Products to the delivery address indicated on your Order. If no-one is available to take delivery of your Products, our carrier will leave a card requesting you to telephone and arrange a suitable time and date for delivery. We will use our reasonable endeavors to deliver your Products to you within 5 working days however, we do not guarantee that we will deliver within this time frame. If we are unable to deliver your Products to you within 14 days, you will have the option to cancel your Order. Insurance If you receive the product in poor packaging condition, you have the right to refuse acceptance. Once goods are received and accepted, no claims will be accepted as damaged Dad and Jerry's Mower Mart.

Your Right to Return the Products

Please note that Dad and Jerry's Mower Mart only permits the return of products due to a Dad and Jerry's Mower Mart shipping or order processing error and that all other sales are final. Before returning any Product subject to the clause above, you must telephone us on (08) 8377 3566 between 8:00am and 5:00pm (AC4T) Mondays to Fridays, excluding public holidays, to make arrangements for return of the Product. You must organize delivery of the product to us from you. We will then refund the price paid for the Product you have returned upon receipt of product by Dad and Jerry's Mower Mart

Our Liability

These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products and performance of the Services and there are no warranties, conditions or other terms that are binding on us except as expressly stated in the Contract. Any warranty, condition or other term concerning the Products or Services which might otherwise be implied into or incorporated in the Contract by statute, common law or otherwise (including without limitation any implied term as to quality or fitness for purpose) is hereby expressly excluded. Notwithstanding above conditions, nothing in the Contract excludes, restricts or modifies any condition, warranty, right or liability implied into this Contract (including any condition, warranty, right or liability imposed by the Trade Practices Act 1974) where to do so is illegal or would render any provision of this Contract void. Nothing in the Contract



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shall limit or exclude our liability for death or personal injury caused by our negligence. Subject to Conditions above, we will not be liable under the Contract for any loss of income, loss of profits, loss of contracts, or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

General

The Contract will be governed by the law of South Australia Both we and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state. The invalidity or unenforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions. Neither our failure or your failure to enforce any term of the Contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term. We will not be liable for any loss or damage suffered or incurred by you arising from our delay in fulfilling or failure to fulfil or otherwise discharge any of our obligations under the Contract, to the extent that such delay or failure is caused by any circumstance beyond our reasonable control.

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