



**A.B.N:** 31 169 929 097

Factory 3, 91-99 Beresford Rd, Lilydale 3140

**Phone:** (03) 9999 0912 **Fax:** (03) 9739 5646 **Email:** [accounts@gwtau.com.au](mailto:accounts@gwtau.com.au)

Global Water Tanks Pty Ltd Trading as GT Water Technologies

[www.gwtau.com.au](http://www.gwtau.com.au)

#### **PAYMENT TERMS AND CONDITIONS**

- All invoices are due **Strictly 30 days** from EOM
- An account keeping fee of \$20.00 per month will be imposed on all overdue accounts.
- If accounts are not settled within 45 days, further credit may be withheld without notice.
- Accounts can be settled by Cash/Cheque or EFT (Direct Deposit)
- If paying by EFT, please use your invoice number as the reference and send a Remittance Advice by email, fax or post

#### **CONSEQUENCES OF PAYMENT DEFAULT**

- Any demand for overdue payment by GT Water Technologies, shall be paid within seven (7) days of such demand
- In the event an account is not paid by the due date, the account may be lodged with a mercantile agent or Solicitor for recovery, and in such circumstances, the Buyer agrees to bear all legal costs and commissions incurred in the recovery of the debt and will be added to the amount due.
- Overdue accounts will be subject to interest at the rate prescribed by the Penalty Interest Rates Act (VIC) plus 3% until GT Water Technologies receive payment in full
- Once an account becomes 60 days in arrears (from the date of invoice) the Company shall be entitled without notice to terminate any credit arrangement with the Customer.

#### **TRADING TERMS AND CONDITIONS**

##### **1) TRANSFER OF TITLE**

Transfer of ownership of all goods only takes place once goods have been fully paid for even though it has been passed into the Customer's possession. GT Water Technologies has the right

to repossess goods if no or partial payment has been made. Also if a liquidator has been appointed, GT Water Technologies may have the goods removed from the pool of liquidated assets, as they will not belong to the liquidated estate.

## **2) CREDIT CLAIMS/RETURNS**

### **a) SHORT DELIVERIES**

- (i) All claims for short deliveries MUST be received by our sales office within five (5) days from Buyer's receipt of goods
- (ii) No claims for short delivery will be recognised after five (5) days.
- (iii) Tax invoice number and date of purchase must be quoted on all claims.

### **b) GOODS RETURNED FOR CREDIT**

**NO GOODS WILL BE ACCEPTED FOR RETURN WITHOUT THE ORIGINAL TAX INVOICE COPY/ DELIVERY DOCKET AND/OR PROOF OF PURCHASE BEING PRODUCED.**

- (i) Examine goods immediately upon receipt and advise any damage or shortage to carriers and GT Water Technologies within five (5) days, otherwise no claim whatsoever will be considered. Provided advice is given within the prescribed five (5) days, GT Water Technologies will make good any shortage and will repair or replace free of charge goods damaged in transit where GT Water Technologies is responsible for delivery of the goods.
- (ii) Goods will not be accepted for return unless prior notification of the intended return has been received by either our sales office or sales representative and the return has been approved by them.
- (iii) At the time of the return approval, we will issue the Buyer with a return authority form and advise the Buyer of any pre-authorized freight arrangements if freight is necessary. We will not cover the cost of freight for goods returned by any means other than that nominated and authorised by us.
- (iv) Valid claims for incorrect goods supplied by us will be credited or exchanged in full provided we are notified within five (5) days of the purchaser's receipt of goods.
- (v) Any claim over five (5) days will not be recognised.
- (vi) Acceptance of returned resalable goods after five (5) days will be entirely at GT Water Technologies' discretion and may be subject to a 20% restocking free surcharge. Resalable goods must be in undamaged original packaging, not shop-soiled or price ticketed, and must be current catalogue items.
- (vii) Goods returned in an unsalable condition will not be accepted back for credit and will be returned "freight on" to the Buyer/Sender and must be paid for in full.

## **3) PRICE CHANGES**

All prices quoted are subject to change without notice. Goods will be billed at current prices at the time of invoicing.

## **4) DELIVERY TIME**

- a) All delivery dates must be specified in writing to GT Water Technologies who will endeavour to deliver within the time specified but in no circumstance will GT Water Technologies be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay or failure of delivery.

- b) Delivery dates are estimates only and are based upon the prompt receipt of all necessary information by GT Water Technologies to ensure no delayed manufacture. Extra costs as determined by GT Water Technologies owing to delay in commencing work or suspension of the work due to Customers delays, overtime, error or other causes for which GT Water Technologies is not responsible, or through additional work entailed in taking down and refixing equipment to suit Customers changed requirements, shall be chargeable to the Customer.
- c) GT Water assumes no responsibility for loss, damage or consequential damage due to delays.
- d) Partial shipments may be made and invoiced upon completion of manufacture.
- e) If delivery is delayed at the request of the Customer, the equipment may be stored subject to storage costs and invoiced for the full value of the equipment stored.

#### **5) RISK**

In the case of where goods are damaged or stolen after delivery, the insurance responsibility lies with the Customer even though ownership may not have passed to the Customer.

#### **6) INSTALLATION AND COMMISSIONING**

- a) All equipment shall be installed and commissioned by GT Water Technologies and the expenses paid by the Customer unless agreed to in writing.
- b) GT Water Technologies has the right to cease commencement of commission until all payments are received and cleared of all equipment provided.

#### **7) WARRANTY/LIMITATION OF LIABILITY**

The conditions of warranty are subject to the following:

The warranty shall not cover any defect or damage which may be caused or partly caused by, or arise through:-

- a) Failure on the part of the Customer to maintain any goods
- b) Failure on the part of the Customer to follow any instructions of guidelines provided by GT Water Technologies in terms of servicing or operation.
- c) Any use of goods other than for the application specified on a quote or order form.
- d) The continued use of any goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or use, or
- e) Fair wear and tear, any accident or act of God.
- f) Warranty shall be directly to GT Water Technologies' Customer and cannot be transferable to any other subsequent customer, subcontractor or builder.

#### **8) PRODUCT SUITABILITY**

The Customer shall be responsible for determining the suitability of goods purchased for the purpose of which they are intended and acknowledges that GT Water Technologies is not aware of that purchase and that the Customer has not relied on GT Water Technologies advice.

## **9) THIRD PARTY DAMAGES**

All third party damages incurred by Customers are not the responsibility of GT Water Technologies and GT Water Technologies will not accept such claims under any circumstance.

*GT Water Technologies has the right to amend Terms and Conditions at any time. To see amendments, please check our website.*