

**STANDARD TERMS AND CONDITIONS  
FOR SUPPLY OF GOODS & SERVICES  
OF  
AAP Wholesale Pty Ltd**

**1 DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person or company who purchases Goods and Services from the Supplier;
- 1.3 "Goods" means the articles specified in the Proposal;
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
- 1.5 "Services" means the services specified in the Proposal;
- 1.6 "Supplier" means Care Wholesale Pty Ltd Trading as AAP Wholesalers ABN 83 645 587 677 ACN 645 587 677 of 27 Bellwood Street, Darra Q 4051; Telephone 1300 158 042 with registered office at the same address;
- 1.7 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

**2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

**3 THE ORDER**

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 30 days.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

**4 PRICE AND PAYMENT**

- 4.1 The price for the Goods and Services is as specified in the Proposal and is inclusive of GST and any applicable charges outlined in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the current base rate plus 2.00% per month on the outstanding amounts.

**5 DELIVERY**

- 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
- 5.2 All risk in the Goods shall pass to the Customer upon delivery.
- 5.3 Any Services specified in the Proposal that operate for a period of time will be provided for a maximum period of 12 months unless a shorter time period is specified on the proposal. The Customer will then be invited to renew the Services at the prevailing rate as specified by the Supplier.

## **6 TITLE**

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

## **7 CUSTOMER'S OBLIGATIONS**

To enable the Supplier to perform its obligations the Customer shall:

- 7.1 co-operate with the Supplier;
- 7.2 provide the Supplier with any information reasonably required by the Supplier;
- 7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

## **8 SUPPLIER'S OBLIGATIONS**

- 8.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.
- 8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 8.3 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

## **9 CANCELLATIONS AND REFUNDS FOR GOODS ONLY**

- 9.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 7 days of delivery and return the Goods to the supplier within 7 days of notifying the supplier. Once the supplier has confirmed the Goods are faulty or do not comply with any of the contract the Customer shall be entitled to replacement Goods or a full refund.
- 9.2 The Customer may cancel an Order by notifying the Supplier in writing (an email is an acceptable form of writing) at the address above within 30 days of placing an Order and any deposit paid will be refunded in full subject to clause 9.4
- 9.3 If the Customer fails to cancel the order within the time specified in Clause 9.2 any deposit paid may not be returnable.
- 9.4 If the Goods have been dispatched to the customer then it will not be possible to cancel the contract subject to clause 9.1.

## **10 CANCELLATIONS AND REFUNDS FOR SERVICES ONLY**

- 10.1 Company Incorporations (Formation) are not subject to cancellation or refund due to their irreversible nature. In the event that the Supplier makes an error when forming a company this will be rectified as permitted by the Companies Act 1985 and subsequent amendments to this act but not exceeding the limitations specified in clause 11.1. In the event that the Customer makes an error the Supplier will offer no cancellation or refund.
- 10.2 The Customer may terminate the Services by giving 30 days notice in writing (an email is an acceptable form of writing). After termination any holding deposit will be held until all outstanding usage and other charges have been invoiced (usually within 30 days of termination) and paid in full. Any setup fees or Services charge will be retained by the Supplier.
- 10.3 The Supplier may terminate the Services by giving 30 days notice in writing (an email is an acceptable form of writing). After termination any holding deposit will be held until all outstanding usage and other charges have been invoiced (usually within 30 days of termination) and paid in full. Any unused Services charge will be returned to the Customer based on any outstanding full months left to run on the contracted period but not exceeding 12 months. Subject to clause 10.3.
- 10.4 The Supplier reserves the right to terminate the Services without notice or refund if any of these terms have been breached or if it is the Suppliers belief that the Services are being used with fraudulent or criminal intent. Upon termination of Services, you must take all reasonable steps to notify all your contacts using this office of your new address, telephone number(s) & fax number(s) or the termination of use of your address, telephone number(s) or fax number(s). Failure to notify your contacts after termination may result in further fees or charges.

- 10.5 The appropriate set-up fee, holding deposit & Services fees are payable in advance. If the Services fee are not paid when due, the Services may be suspended without notice, until such payment is made. For any mail forwarding services all mail items received by the Supplier shall be held and can only be collected or forwarded when such payment is made. If the Services fee is overdue by 30 days the service will be deemed to have terminated. All mail held by the Supplier at termination of Services shall be returned to sender or destroyed, as appropriate. Outstanding monies will be deducted from the holding deposit. Any outstanding monies beyond the amount of the holding deposit may be recovered by a debt collection agency or through a claim to the relevant County Court.
- 10.6 Once Services have been terminated reinstatement of Services is strictly subject to the Suppliers approval. Such a service will be deemed as a new service and a new setup fee, deposit and service fee is payable. The amounts charged and the Services provided may differ from the original Services and additional terms & conditions may be imposed.
- 10.7 To receive the Services you must provide the Supplier with a proper contact address and telephone details. You must inform the Supplier immediately in writing (an email is an acceptable form of writing) of any changes to your contact details, including your email address, or change requests to your Services. We reserve the right to suspend or terminate your service if we are unable to contact you appropriately.
- 10.8 All mail items received and business information acquired by the Supplier is treated as commercially confidential and will not be disclosed to anyone outside of the Suppliers company or partner companies used in the provision of your Services. The Supplier reserves the right, however, to provide information to the police or other investigative bodies where it the suppliers belief that Services provided are being or have been used for criminal or fraudulent purposes.

## **11 LIMITATION OF LIABILITY**

- 11.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
- 11.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 11.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

## **12 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **13 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **14 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of Australia and the parties hereby submit to the exclusive jurisdiction of the Australian courts.