



DON MORTON MARINE PTY LTD
 ACN: 133 573 789 ABN: 21 133 573 789
 70 Humphries Terrace Kilkenny SA 5009
 PO Box 85 Kilkenny SA 5009
 Phone: (08) 8347 0011 Fax: (08) 8347 1389
 Email: info@donmorton.com.au

TRADING TERMS AND CONDITIONS OF SALE

1. JURISDICTION

Notwithstanding any implication of the law to the contrary, all contracts between the customer and Don Morton Marine Pty Ltd ((hereinafter also referred to as "Supplier") shall be deemed to be made and construed and to be enforceable in and according to the laws of the State of South Australia and by mutual consent to be subject to the jurisdiction of the courts of that State.

2. CREDIT TERMS

All accounts are to be settled strictly in full within thirty days from the end of the month in which goods/services are purchased. 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 on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date the Supplier receives payment at a rate up to but not exceeding 2.5% per month. 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. The Supplier shall be entitled without notice to terminate any credit arrangement with the Customer or to withhold the supply of any goods, services or credit arrangements in the event of the Customer defaulting in any of the terms and conditions herein contained or for any other reason at the Supplier's discretion. Any discount given is subject to the account being kept in order and within the requirements of this clause. The minimum sales order for credit under these terms is twenty (\$20.00) dollars.

3. PAYMENT OF ACCOUNT

Payments received by credit card will be accepted up to \$10,000.00 at no cost, anything above this may be subject to a minimum of 1% surcharge to the Customer. Any expenses incurred by the Supplier in relation to payments made by cheque and subsequently dishonoured shall be paid by the Customer.

4. RETENTION OF TITLE

The goods supplied shall remain the sole and absolute property of the Supplier as legal and beneficial owner until such time as the Customer shall have paid the purchase price in respect of such goods to the Supplier in accordance with these terms and conditions and payment has been made by the Customer in respect of any other goods supplied by the Supplier to the Customer pursuant to these terms and conditions. The Customer irrevocably gives the Supplier its servants and agents leave and licence without the necessity of giving any notice to enter at any time on or into any premises occupied by the Customer to inspect, search for or remove any goods supplied pursuant to these terms and conditions.

5. SHIPMENTS

All shipments are made ex warehouse and it is the responsibility of the Customer to nominate the method of despatch. Responsibility for the goods passes to the Customer at the point of despatch from the Supplier's premises. Full risk of loss (including transportation delays, losses and breakages) shall pass to the Customer once the goods leave the Supplier's premises. If no method of despatch is nominated clearly by the Customer, the Supplier will use its best judgement for despatch and any other cost incurred will be borne by the Customer.

6. CLAIMS AND RETURNED GOODS POLICY

Claims for shortages or credit will not be recognized unless advised to the Supplier within seven (7) days of delivery. Acceptance of returned goods is at the discretion of the Supplier. To qualify for credit all goods so advised must be returned to the Supplier within twenty one (21) calendar days from the date of invoice and be in as new condition. All goods returned must quote the invoice and/or delivery docket number and must be freight pre-paid. Goods accepted for credit will be subject to a 10% restocking fee with a minimum charge of \$15.00. Parts specially procured are not able to be returned for credit unless prior approval of the Supplier has been obtained. The following items are not able to be returned for credit. Items with a net value of less than \$20.00. Hazardous materials, (e.g. paint, aerosols, oils, lubricants etc.), incomplete parts or kits. Any electrical part. Any rubber part (e.g. belts, hoses, seals etc.). Gaskets and gasket sets. Literature. Special tools. Superseded, discontinued or obsolete parts.

7. WEBSITE

When you use our website, www.donmorton.com.au, whilst every endeavour is made to ensure that information contained within the Website is true and correct, details as advertised are subject to change without notice. The Supplier is entitled to use, remove, alter and monitor content on the Website. In certain circumstances, the Supplier may need to reject an offer, including but not limited to where the requested product is not available or if there is an error in the price or the technical product description as posted on the Website.

8. PRIVACY

Don Morton Marine Pty Ltd is bound by Privacy legislation of 21 December 2001, which regulates the way private sector organisations collect, keep, use, secure and disclose personal information. If you would like further information or would like to access your personal information please contact us.

9. GENERAL

Any terms and conditions of the Customer which are inconsistent with or additional to the terms and conditions hereof shall not be binding upon Don Morton Marine Pty Ltd, and shall not be considered applicable to any sales or shipment of Don Morton Marine Pty Ltd Products. All such terms and conditions are hereby expressly rejected. No waiver, alteration or modification of any of the terms and conditions of Don Morton Marine Pty Ltd shall be binding upon Don Morton Marine Pty Ltd unless made in writing and agreed to by a duly authorised official of Don Morton Marine Pty Ltd.

Business Trading Name: _____ **Date:** _____

Signature: _____ **Name:** _____ **Position:** _____