



Terms and Conditions of Sale

1. **Supply of Goods on Credit**

- a) Application to commence a credit account must be completed on an official application form before supply will be considered.
 - b) Terms and conditions upon which a credit account may be granted and operated are subject to change without notice.
 - c) Payment of credit accounts must be received not later than 30 days from the date of our statement.
 - d) Sherda Pty Ltd reserves the right to take the following action against any customer outside its credit terms:
 - i) Withhold supply and dispose of stock order held.
 - ii) Institute legal action for the recovery of outstanding costs incurred.
 - iii) Terminate Credit facilities.and Sherda Pty Ltd shall not be liable to the customer for any loss or damage resulting directly or indirectly from such action.
- (e) Invoicing of goods shall take place at the time such goods are ready for dispatch. Customers shall accept delivery and payment will be due as per normal trading terms.

2. **Reservation of Title**

- a) The ownership of the goods supplied by Sherda Pty Ltd to the customer ("The Goods") is only transferred to the customer when he /she has paid all sums owing to Sherda Pty Ltd whether under this, or any other contract and until such time Sherda Pty Ltd has a right to call for, or recover the goods (for which purpose Sherda Pty Ltd may enter the customer's premises by its servants or agents) and the customer is under an obligation to deliver up the goods to Sherda Pty Ltd.
- b) Where Sherda Pty Ltd has not been pursuant to this agreement or any other terms of payment in force between the parties and Sherda Pty Ltd delivers the goods to the customer, until disposed of by the customer in accordance with this provision, the customer agrees with Sherda Pty Ltd to keep the goods in a fiduciary capacity for Sherda Pty Ltd and the customer agrees with Sherda Pty Ltd to store the goods in a manner that clearly shows the ownership of Sherda Pty Ltd.
- c) Notwithstanding the provisions of the two preceding clauses, the customer may sell the goods to a third party in the course of business and deliver them to that third party provided that:
 - i) Where the customer is paid by the third party, and Sherda Pty Ltd has not been paid by the customer for the goods pursuant to this agreement or any other terms of payment in force between the parties, the customer holds the whole of the proceeds of sale on trust for Sherda Pty Ltd.
 - ii) Where the customer is not paid by that third party, and Sherda Pty Ltd has not been paid by the customer for the goods pursuant to this agreement or any other terms of payment in force between the parties, the customer agrees, at the option of Sherda Pty Ltd to assign his claim to the third party to Sherda Pty Ltd. Upon giving Sherda Pty Ltd the customer notices in writing in that effect.
- d) The parties agree that these provisions apply notwithstanding any agreement, whether subject to his agreement or not, between the parties under which Sherda Pty Ltd gives the customer credit.

3. **Prices**

- a) Prices are subject to change without notice and goods will be invoiced at the price ruling at the date of despatch.
- b) Any references to retail prices are recommendations only and there is no obligation to comply with any recommended prices.

4. **Interest**

Interest at the rate of 18 % percent per annum, calculated daily, will be charged against all overdue accounts. Such interest be charged and debited to the customer's account on the overdue balance at that time.

5. **Claims**

- Returns of goods will not be accepted without prior authorisation of all claims, including requests for Proof of a delivery and statements of short supply, will only be considered by Sherda Pty Ltd if received within 30 days from the date of invoice.
- a) Return of first quality goods (oversupply, incorrect goods); Goods must be in original packing, in good order and condition and be accompanied by documentation showing:
 - i) Customer name and address.
 - ii) Invoice Number.
 - iii) Reason for return and authorisation
 - b) Return of faulty goods:
 - i) Any claims for faulty stock must be fully documented.
 - ii) All items will be subject to inspection before credit can be considered, and accordingly acceptance of Sherda Pty Ltd or its agents shall not constitute acceptance of credits.
 - c) Price Discrepancies; the goods by Sherda Pty Ltd In the case where a customer feels that an incorrect charge has been levied for the goods, the customer will submit payment as specified in paragraph 1(c) of the amount the customer feels should have been charged.

6. **Clerical Errors**

Clerical errors are subject to correction without notification.

7. **Variation**

These terms and conditions are subject to change without notice.

8. **Acceptance**

All orders are subject to acceptance by Sherda Pty Ltd.