



SALE TERMS & CONDITIONS

- **1. Order and Delivery Details**

Orders must be in writing and are subject to acceptance by Newcastle Rescue & Consultancy in whole or in part. Any provisions in customers' orders which conflict with or are additional to these Terms and Conditions shall be excluded from contracts for supply.

Split deliveries to different locations for single orders are not available.

Drop Shipment Orders

Drop shipment orders to companies who are not wholly owned by Newcastle Rescue & Consultancy account customers are available at Newcastle Rescue & Consultancy's discretion. Please contact your Customer Service Representative for further details.

Minimum Order Value

A minimum order value may apply. Orders under the applicable minimum order value may incur a handling fee.

- **2. Transportation**

Freight paid into store is via cheapest route as selected by Newcastle Rescue & Consultancy. If other modes of transport are required, this will be at the cost of the customer. The method of transportation and the carrier will be at the selection of Newcastle Rescue & Consultancy. The customer will, upon receipt of the goods, inspect the same and lodge any complaint in accordance with clause 8(d) below.

- **3. Uncontrollable Events and Delays**

While Newcastle Rescue & Consultancy will endeavour to adhere to stipulated delivery times, delay, however caused, will not entitle the customer to claim from Newcastle Rescue & Consultancy. In the case of delays caused by circumstances beyond the control of Newcastle Rescue & Consultancy or by the suppliers to Newcastle Rescue & Consultancy, Newcastle Rescue & Consultancy will have the right to either suspend deliveries without notice or to cancel the contract without liability.

- **4. Prices**

All prices will be those in effect at the date of dispatch and unless otherwise expressly indicated. Changes in pricing will be made due to such uncontrollable factors as devaluation of currency and/or variations to landed costs and/or increases in manufacturers' costs.

- **5. Manufacturer's costs**

Any such additional costs will be passed on to the customer. All price changes will be made in compliance with the current applicable Government Regulations.



• 6. Credit Terms

Credit may be given to customers who have had their Credit Application on the prescribed form approved by Newcastle Rescue & Consultancy prior to ordering goods. Where credit is given, Payment Terms shall be as agreed in writing between Newcastle Rescue & Consultancy and the customer and accounts shall be settled in full on or by the agreed due date. In the event Payment Terms have not been agreed, Newcastle Rescue & Consultancy's Standard Payment Terms of full settlement of account on or by the last working day of the month following the month in which goods were purchased i.e. net 30 days shall apply. Any variations to Payment Terms must be authorised by Newcastle Rescue & Consultancy in writing.

Failure to pay an account on the due date entitles Newcastle Rescue & Consultancy to suspend delivery, refuse further orders and cancel any existing contract for supply without further notice. Credit may be withdrawn if customer exceeds the authorised credit limit.

Interest is chargeable on overdue balances at the rate of 2 per cent for the whole or part of each month during which such accounts are unpaid. The rate of interest may be varied from time to time by Newcastle Rescue & Consultancy giving written notice to the customer.

Customer may be required by Newcastle Rescue & Consultancy to give security and/or surety. Newcastle Rescue & Consultancy is entitled to recover all and any legal and other costs and expenses arising from the collection of any overdue monies.

Newcastle Rescue & Consultancy is authorised to make all reasonable enquiries as to the creditworthiness and financial responsibility of a customer who has applied for and/or has been given credit including obtaining credit reports from credit reporting agencies from time to time.

• 7. Return Goods and Claims Procedure

The following specifies the conditions under which returned goods and claims for adjustment of account will be accepted by Newcastle Rescue & Consultancy:

(a) Claims must be initiated by phone, fax, or email. However email contact is preferred, this being the most timely and efficient method for both parties.

For all claims, contact Newcastle Rescue & Consultancy's Customer Service Department.

The unilateral deduction of unverified claim amounts from periodic remittances to Newcastle Rescue & Consultancy is a practice not consistent with this policy and procedure.

(b) Goods the subject of a claim must not be returned to Newcastle Rescue & Consultancy without prior agreement and the issue of a Newcastle Rescue & Consultancy Returned Goods Authorisation.

Provided the claim is within this policy, Newcastle Rescue & Consultancy will arrange for collection of the goods by its authorised carrier and will credit the customer's account as soon as possible within the specific type of claim as noted below. If goods are returned without Newcastle Rescue & Consultancy Returned



Goods Authorisation requests for credit may be rejected. Newcastle Rescue & Consultancy will not accept freight forward charges.

Credits issued prior to receipt of returned goods are done so in good faith conditional upon the following:

(i) the goods physically returned to Newcastle Rescue & Consultancy correspond to the goods described in the claim; and

(ii) with the exception of damaged or defective goods claims, the goods are in saleable condition and retain sufficient shelf life to enable Newcastle Rescue & Consultancy to offer the goods for sale under the standard shelf life policy applicable to such goods. The claim may be reversed or adjusted to the extent such conditions are not met.

(c) The standard notification period for claims is 7 days from invoice.

(d) Claims beyond the notification periods, or otherwise made or taken outside this policy and procedure will not be accepted.

• 8. Policy Relating to Specific Types of Claim

(a) **Errors attributable to Newcastle Rescue & Consultancy or its Carriers – Claims must be initiated within 7 days of invoice, quoting applicable invoice number(s).**

(b) **Ordering Errors and Other Returns Attributable to the customer**
Standard Stock Items – Claims must be made within 7 days of invoice, quoting invoice number, and must meet the requirements and conditions specified in clause 7(b) (i) and (ii) above. Any handling or freight charges invoiced to the customer at time of supply will not be credited upon return of the goods. At its discretion, Newcastle Rescue & Consultancy may apply a handling and administration charge to the returned goods transaction.

Non Standard Items, i.e. products modified or converted from its original form by the customer or manufactured, acquired or imported to meet a specific order OR standard stock items purchased under special conditions specifically excluding return – These goods will not be accepted for return and credit under any circumstances unless subject to quality complaint, damage or warranty provisions as described in (d) and (e) below.

(c) **Pricing Claims** - Claims for credit based on incorrect pricing of goods, services or other Newcastle Rescue & Consultancy charges, must be made to Newcastle Rescue & Consultancy within 7 days of invoice date, quoting applicable invoice number(s).

(d) **Goods Damaged, Lost in Transit or Short Delivered** - Such claims must be made within 7 days of date of invoice, quoting invoice number. Damaged goods must not be returned to Newcastle Rescue & Consultancy without prior agreement. Within this policy, Newcastle Rescue & Consultancy will arrange for collection of the goods and credit the customer's account subject to clause 7(a) above. The processing of claims for goods lost in transit or short delivered will be subject to prior verification against delivery/receipt documentation maintained by Newcastle Rescue & Consultancy's carriers. Claims against goods received "subject to check" will not be



accepted unless this practice has been specifically agreed between the parties in advance.

(e) **Claims regarding allegedly Defective Products** – Except where specific warranty provisions apply, claims alleging defective product must be made to Newcastle Rescue & Consultancy within 1 month of supply or within the recommended shelf life of the product, whichever is the shorter period. Where a specific warranty period applies from date of purchase, this will define the period within which claims will be accepted. All goods alleged to be defective are subject to inspection by Newcastle Rescue & Consultancy's staff prior to acceptance of the claim. Where a claim is proven, credit will be given as soon as possible.

(f) **The Return of Goods at the Instigation or Request of Newcastle Rescue & Consultancy** – With the prior agreement of the customer, Newcastle Rescue & Consultancy will initiate the collection of subject goods and issue a credit upon verification of the quantities and dollar amounts involved. Since typically these requests relate to product replacement or withdrawal, or special market conditions, issues of saleability and shelf life will vary with the situation and will therefore be agreed in writing at the time of Newcastle Rescue & Consultancy's initial request.

(g) **Rebates and Other Allowances** – These claims must be submitted to Newcastle Rescue & Consultancy in writing and will be processed by Newcastle Rescue & Consultancy upon verification.

- **9. Property & Risk**

Risk in the goods shall pass on delivery but legal and equitable title shall remain with Newcastle Rescue & Consultancy until it has received payment in full for those goods. Pending such payment the customer shall hold the goods as bailee for Newcastle Rescue & Consultancy and shall return the goods to Newcastle Rescue & Consultancy if so requested. All risks in respect of delivery will be borne by the customer from the time the goods cease to be within the actual legal possession of Newcastle Rescue & Consultancy or its agents.

- **10. Warranty Statement**

(a) **Customer's Rights** – Customers should seek advice as to their rights. Any rights implied by statute that cannot be excluded restricted or modified are not affected by this procedure or by endorsements on the goods or packages. Subject to that, Newcastle Rescue & Consultancy's liability for the goods is limited to claims permitted under this procedure and to any express warranty given on the goods and liability for consequential loss including loss arising from negligence is hereby excluded. In cases where it is legally permitted, any remaining liability implied by statute is limited, at Newcastle Rescue & Consultancy's option, to repair or replacement of the goods.

- **11. Use of the Company Name**

The customer will not use the name of Newcastle Rescue & Consultancy or its logo in advertising, stationery, business cards or literature without the prior approval of Newcastle Rescue & Consultancy other than in the case of material supplied by Newcastle Rescue & Consultancy to the customer.



- **12. Personal Property Securities Act**

(a) **Security Interest** – the customer acknowledges that:

(i) if (pursuant to clause 9 or otherwise) the customer sells or otherwise disposes of the goods before the purchase price of goods has been paid in accordance with this agreement, it does so as Newcastle Rescue & Consultancy's fiduciary agent and the Proceeds of such sale or other disposal are also property of Newcastle Rescue & Consultancy and are held by the customer on trust for Newcastle Rescue & Consultancy;

(ii) the retention of title in relation to goods which are supplied under this agreement gives rise to a Security Interest in the goods in favour of Newcastle Rescue & Consultancy being a Purchase Money Security Interest which payment of the purchase price for those goods; and

(iii) Newcastle Rescue & Consultancy's rights and interest in Proceeds derived from the goods also constitute a Security Interest in such Proceeds.

(b) **Registration and verification statements**

(i) Newcastle Rescue & Consultancy may, at the customer's expense, register any Security Interest granted under this agreement on the PPS Register in any manner it chooses. The customer must provide Newcastle Rescue & Consultancy with any information it requires for the purposes of effecting such registration.

(ii) For the purposes of section 157(3) of the PPSA, the customer irrevocably and unconditionally waives its right to receive any notice from Newcastle Rescue & Consultancy in connection with the registration of a Security Interest arising under this agreement.

(c) **Further assurances** – The customer agrees to take such steps as Newcastle Rescue & Consultancy reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this agreement, including by:

(i) obtaining and giving consents;

(ii) producing and providing receipts;

(iii) attending to the signing of documents or procuring the signing of documents;

(iv) facilitating the registration of any Security Interest on the PPS Register;

(v) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over Relevant Collateral; and

(vi) facilitating the exercise of Newcastle Rescue & Consultancy's right in enforcing any Security Interest.

(d) **No Accession or fixture** – The customer agrees to ensure that unless otherwise agreed in writing by Newcastle Rescue & Consultancy:



- (i) the goods do not become a fixture to any land;
- (ii) the goods do not become an Accession to other goods; and

(iii) it takes such steps as Newcastle Rescue & Consultancy reasonably requires to prevent or remedy the affixation of the goods to any land or goods including by:

(A) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and

(B) detaching, or procuring the detachment of, the goods from any land or goods to which they become attached.

(e) **Non-applicable provisions** – Newcastle Rescue & Consultancy and the customer agree that for the purposes of section 115 of the PPSA, the following sections of the PPSA will not apply to any Relevant Collateral:

- (i) Section 95 (notice by Secured Party of removal of Accession);
- (ii) Section 121(4) (notice by Secured Party of enforcement of Security

Interest in liquid assets);

(iii) Section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure);

(iv) Section 130, to the extent that it requires Newcastle Rescue & Consultancy to give any notice to the customer (notice by Secured Party of disposal of Collateral);

(v) Section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account);

(vi) Section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period); and

(vii) Section 135 (notice by Secured Party of retention of Collateral).

(f) **Seizure** – Without limitation to any other provision of this agreement, it is a default of the customer under this agreement for the purposes of section 123(1) of the PPSA if any person with a Security Interest in Relevant Collateral seizes or becomes entitled to seize that Relevant Collateral without the consent of Newcastle Rescue & Consultancy.

(g) **Definitions**

In this clause:

Accession has the meaning given in the PPSA.

Collateral has the meaning given in the PPSA.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPS Lease has the meaning given in the PPSA.

PPS Register means the Personal Property Securities Register established under the PPSA.

Proceeds has the meaning given in the PPSA.

Purchase Money Security Interest has the meaning given in the PPSA.

Relevant Collateral means Collateral which is the subject of a Security Interest granted under this agreement.

Secured Party has the meaning given in the PPSA.

Security Interest has the meaning given in the PPSA.



- **13. Privacy**

This clause applies where Newcastle Rescue & Consultancy collects, uses and discloses personal information provided by the customer.

The personal information Newcastle Rescue & Consultancy collects will include contact details, personal details and financial information. The customer agrees that Newcastle Rescue & Consultancy may use the personal information to provide services to the customer, to fulfill its obligations pursuant to these Terms and Conditions, to fulfill administrative functions associated with these services (for example assessment of credit worthiness), for account management, to enter into contracts with the customer or third parties, and for marketing and client relationship purposes.

If the customer does not provide all personal information requested by Newcastle Rescue & Consultancy, Newcastle Rescue & Consultancy may in its sole discretion refuse to sell the goods or to provide the associated services to the customer.

The customer can access the personal information Newcastle Rescue & Consultancy holds about the customer and request corrections by placing a request in writing to Newcastle Rescue & Consultancy. This right is subject to some exceptions; for example, the customer may not obtain access to information relating to existing or anticipated legal proceedings.

Newcastle Rescue & Consultancy's privacy policy complies with the Australian Privacy Principles as set out in the Privacy Amendment (Enhancing Privacy Protection) Act 2012 as amended from time to time and details how the customer's personal information will be managed when dealing with Newcastle Rescue & Consultancy.

The customer consents to and authorises Newcastle Rescue & Consultancy to use, manage and disclose the customer's personal information in accordance with this clause 13.

- **14. Trade Compliance**

The customer will comply with all applicable trade laws and regulations and acknowledges that it is not authorised by Newcastle Rescue & Consultancy to purchase Newcastle Rescue & Consultancy products for end-use where that would contravene a Sanction as issued by the Australian Department of Foreign Affairs and Trade. The obligations of this clause are material provisions of these Terms and Conditions of Sale, shall apply to the customer and any and all of its subsidiaries, affiliates, and personnel, and shall survive the completion, early termination, cancellation, or expiration of these Terms and Conditions.

- **15. Variation of Agreement**

All Newcastle Rescue & Consultancy sales are subject to these Terms and Conditions unless varied in writing by Newcastle Rescue & Consultancy. Any oral agreement which does not conform to these Terms and Conditions shall not be binding on Newcastle Rescue & Consultancy. Newcastle Rescue & Consultancy reserve the right to vary these Terms and Conditions upon giving not less than 30 days notice.



- **16. Governing Law and Jurisdiction**

These Terms and Conditions of Sale shall be governed by the laws of the State of New South Wales.

Note: This document operates and should be read in conjunction with Newcastle Rescue & Consultancy price lists and other statements of terms and conditions of trade in effect at any given time.

- **ORDER & DELIVERY CONDITIONS OF SALE**

Newcastle Rescue & Consultancy Online

Newcastle Rescue & Consultancy Customers may request product availability, pricing and order via email to Newcastle Rescue & Consultancy.

Handling and Administration Fees

As decided by Newcastle Rescue and Consultancy based on the circumstances

Minimum Order Value

A minimum order value may be applicable

Urgent Order

\$45 in addition to any extra freight or courier costs

Drop Shipment

A \$75 minimum fee is applicable

Returned Goods

10% of the value of the goods or \$50 (whichever is the greatest)

All charges will be applied at Newcastle Rescue & Consultancy's discretion