



Australia Valves - Terms and Conditions

1.1) Any contract entered into with Australia Valves (known for the purposes of these Conditions as the "Company") comprises the Company's quotation and acceptance and is made on these conditions.

1.2) These terms and conditions exclude all other terms and conditions subject to any rights and liabilities imposed by statute or otherwise. All additions thereto and variations thereof shall be of no effect unless agreed to by a director of the Company in writing. No other employee, representative, agent has authority to vary, alter or amend the conditions in any way whatsoever.

1.3) These Conditions of Sale are deemed to be included in every Contract of Sale entered into by the Company for delivery of goods, unless expressly excluded or varied in writing, signed on behalf of the Company.

1.4) Any contract entered into with Australia and including any of the Select Sites are based on Business to Business Terms and Conditions and unless expressed differently by the customer and notified in writing prior to placing an order, with written consent from the seller, then our B2B Terms and Conditions will be applied.

2.1) Any quotation given is to be taken only as referring to the quantity and type of product specified in the quotation.

2.2) All goods are supplied under our Stockist Certification. However, not all these goods are obtained from sources with third-party certification in their own right.

2.3) In the event of the Customer not requiring all the goods in an order to be supplied within a period of 1 (one) month and in the event of the Company agreeing to supply for a long period then the Company reserves the right to increase the quoted price in respect of the whole of the order.

3.1) The prices quoted are provisional only and may be amended by the Company at any time before delivery of the goods or before execution of any work, without prior notice, if the costs thereof should rise between the date of quotation and the date of delivery or in the event of any variation in the cost of material, labour, transport or other overheads.

3.2) All carriage charges are additional to prices quoted unless agreed in writing by the Company.

3.3) VAT or any applicable tax will be charged separately at the current applicable rate. Valid proof of registration must be provided.

4.1) The Company shall be entitled to invoice the Customer for the price of goods on or at any time after delivery.

4.2) Goods for collection will be invoiced on the day collection has been agreed, irrespective of actual collection occurring on or after that agreed date. The invoice date is final. Collection is the responsibility of the purchaser, and late collection will not affect or extend the payment due date.

4.3) Payment is to be 30 days following month-end for account holders, unless otherwise expressly agreed in writing.

5.1) In the event of late payment, at the Company's discretion, the Company shall have the right to make a surcharge in respect of allowing credit to the customer between the date of delivery and the date of payment.

5.2) The risk in the goods shall pass to the Customer on delivery but full legal and equitable ownership shall remain in the Company until payment in full has been made of amounts outstanding to the Company.

5.3) If the Customer defaults on any payment or becomes insolvent, the Company may without notice withhold or cancel further deliveries and reclaim unpaid goods.



5.4) No order accepted by the Company may be cancelled by the Customer except with written agreement. In such cases, the Customer shall indemnify the Company against all costs and losses. A handling charge may apply.

6.0) Additional Terms for Special Material, Non-Stock Items, and Payment Delays

6.1) For Special Material or Non-Stock Items, Purchase Order (PO) cancellation or refund is not acceptable under any circumstances once the PO has been confirmed by the Company.

6.2) In the event that the Client fails to make the advance payment within the stipulated time, the Company reserves the right to delay the delivery by up to 2 (two) weeks from the initially agreed delivery terms.

6.3) In the rare case of mutual agreement for PO cancellation, any eligible refund process may take up to 60 (sixty) days. The Client shall bear all logistics, handling, and banking charges incurred during the course of the order.

6.4) For Return or Replacement of materials, the Client shall be solely responsible for the additional logistics costs incurred, unless otherwise agreed in writing by the Company.