



GENERAL CONDITIONS OF SALE

DEFINITIONS:

“**Contract**” means a contract for the supply of Goods and/or Services by King Springs to the Customer.

“**Customer**” means any natural person, company, partnership or other entity which enters into a Contract with King Springs.

“**Goods**” means any goods sold or supplied by King Springs to the customer and is also deemed to include any services supplied by King Springs to the customer, whether such services are related to the goods or not.

“**Price**” means the amount in Australian dollars, inclusive of any GST, payable by the Customer to King Springs in respect of the supply of Goods or Services, including any charges for delivery, freight and transportation.

“**Services**” means the services supplied by King Springs to the Customer under a Contract.

FORMATION OF CONTRACT:

- (a) A contract is entered into between King Springs and the Customer when King Springs accepts, either in writing or by conduct, an order which a Customer places for Goods and or Services.
- (b) These terms and conditions are incorporated into each Contract.
- (c) A Contract constitutes the only agreement governing the supply of the Goods and Services to which it relates, and supersedes all previous communications and negotiations and agreements in connection with the supply of those Goods and Services.
- (d) Except as specifically provided in these terms and conditions, any terms in respect of the supply of Goods and Services contained in or relating to any other documents, including any of the Customer's documents (even if they claim to provide that they prevail), are excluded. By accepting the Goods and Services, the Customer acknowledges that these terms and conditions prevail over any qualification or condition claimed to be imposed in any such other documents.
- (e) King Springs may vary these terms and conditions from time to time by providing to the Customer reasonable notice of the variation, and the varied terms and conditions are incorporated into each Contract after such notice. An updated Conditions of Sale shall be kept on King Springs website: www.kingsprings.com.au

QUOTATIONS VALIDITY:

All quotations are subject to change until acceptance of an order and are void after 30 days unless extended in writing.

TERMS OF PAYMENT:

Unless otherwise agreed by King Springs all approved account customers shall be net cash by the 30th day of the month following the month during which the goods are delivered or are ready for delivery. The terms apply to partial as well as complete deliveries and to deliveries delayed at your request. All other customers shall be on a cash basis only.

OVERDUE ACCOUNTS:

Failure to pay within 45 days of the account being due will mean you're account will be 'on hold' unless previous arrangements have been made. All costs involved in obtaining the overdue amount will be at your cost.

SUPPLY:

- King Springs may:
- (a) accept or decline any order in whole or part.
 - (b) if King Springs has at any time reasonable doubts as to the solvency of the Customer, agree to accept any order only on conditions stipulated by King Springs
 - (c) withhold supply of Goods or Services

DELIVERY:

Times given by us for delivery of your order shall be regarded as our best estimates, but cannot be guaranteed and may be subject to extension caused by delays. The customer is liable to pay King Springs any charges for delivery, freight and transportation of goods where delivery is required and such payment shall be charged to the customer per order. The freight company used shall be by agreement.

INSURANCE:

Insurance cover is your responsibility for all goods delivered ex works. Risk passes to you upon delivery.

CHANGES & CANCELLATION:

You shall not, after acceptance of order, cancel or change it in any way without approval. A price and delivery charge may occur. In the event of cancellation, a cancellation charge shall apply.

DAMAGED GOODS:

Damage or shortage must be reported to us within seven (7) days of delivery. We shall not be liable for any loss, which we are unable to recover by reason of your failure to comply with this condition.

WARRANTY & CONDITIONS:

COIL SPRINGS:

All King's Heavy Duty Coil Springs listed in King Springs catalogue (www.kingsprings.com.au) have a LIMITED LIFETIME WARRANTY against the following:

1. Faulty manufacture.
2. Breakage.
3. Sagging (being loss of free height by more than 10mm)

LEAF SPRINGS:

All King's Heavy Duty Leaf Springs listed in King Springs catalogue (www.kingsprings.com.au) have a 12 month warranty against the following:

1. Faulty manufacture.
2. Breakage.
3. Sagging (being loss of free camber by more than 12mm)

GENERAL:

1. Warranty valid only to original purchaser (validation required).
2. King Springs are not responsible for labour, freight or any other costs incurred on any warranty claim.
3. Limited to replacement only. Liability and all costs to be met by claimer.
4. This warranty applies to part numbers listed in King Springs catalogue only (www.kingsprings.com.au).

CREDIT RETURNS:

1. All credit returns must be accompanied with a credit request form with reference number, stating reason for return and original purchase invoice number before credit can be considered.
2. No return of goods after 30 days from date of purchase.
3. No return on specially manufactured, modified or procured goods.

RETENTION OF TITLE:

1. Title

- 1.1 Notwithstanding the delivery of the goods or part thereof, all goods sold by King Springworks Pty Ltd in the possession of the Buyer and whether some goods have been paid or not, remain the sole and absolute property of King Springworks Pty Ltd as full legal and equitable owner until such time as the Buyer shall have paid King Springworks Pty Ltd the full price of such goods together with the full price of all other goods then the subject of any other contract with King Springworks Pty Ltd.
- 1.2 The Buyer acknowledges that they receive possession of and hold goods delivered by King Springworks Pty Ltd solely as bailee for King Springworks Pty Ltd until such time as the full price of any such goods then the subject of any other contract with King Springworks Pty Ltd.
- 1.3 Until such time as the Buyer becomes the owner of the goods, they will:
 - (a) Store them on the premises separately and in a readily identifiable condition, ensure that the goods are kept in good and serviceable condition, secure the goods from risk, damage and theft; and keep the goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the Buyer.
- 1.4 Until the goods are paid for,
 - (a) King Springworks Pty Ltd authorises the Buyer to sell the goods as its agent. However, the Buyer shall not represent to any third parties that it is acting in any way for King Springworks Pty Ltd. King Springworks Pty Ltd will not be bound by any contracts with third parties to which the Buyer is a party.
 - (b) The proceeds of any sale of the goods shall be paid in to a separate account and held in trust for King Springworks Pty Ltd. The Buyer shall account to King Springworks Pty Ltd from this fund for the full price of the goods.
 - (c) The Buyer is entitled to a period of credit, but if prior to the expiration of the period of credit the goods are sold and the proceeds of sale are received by the Buyer then the Buyer shall account to King Springworks Pty Ltd for the price of the goods.
 - (d) The Buyer agrees that if they use any of the goods in a manufacturing process (which shall include using goods to manufacture other goods or by incorporating the goods in or with other goods) of its own or that of a third party, then the Buyer will hold such part of the proceeds of sale as relate to the goods on trust for and as bailee and fiduciary agent of King Springworks Pty Ltd, who will be entitled to payment on demand. "Such part", for the purposes of this clause, shall be deemed to be equal in dollar terms to the amount owing by the Buyer to King Springworks Pty Ltd at the time that the goods are processed/incorporated in any process.
 - (e) Should the Buyer die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws, or being a company, appoint an administrator or calls a meeting for the purpose of or to go into liquidation or has a winding-up application presented against it or has a receiver appointed, King Springworks Pty Ltd may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this contract, suspend or cancel this contract or require payment in cash before or on delivery or tender of goods notwithstanding the term of payment previously specified, or may repossess and take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for damages from any loss resulting from such resale.
- 1.5 If the Buyer does not pay for any goods on the due date then King Springworks Pty Ltd is hereby irrevocably authorised by the Buyer to enter the Buyer's premises (or any premises under the control of the Buyer or as agent of the Buyer in which the goods are stored) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence, assault and battery or payment of any compensation to the Buyer whatsoever.

- 1.6 On retaking possession of the goods King Springworks Pty Ltd may elect to refund to the Buyer any part payment that may have been made and to credit the Buyer's account with the value of the goods less any charge for recovery of the goods, or to resell the goods.
- 1.7 The failure for any period whatsoever of King Springworks Pty Ltd to exercise any right or remedy which they may hereafter have at law or under these presents in the event of a breach of any covenant on the part of the Buyer herein contained or implied shall not be deemed at law to be an abandonment or waiver of any right or remedy for damage, forfeiture, injunction or otherwise which King Springworks Pty Ltd may have or could put in force against the Buyer in respect of such breach or any other breach at any time whatsoever committed or suffered of any of the covenants of agreements of the part of the Buyer herein contained or implied.

2. PPSA

For the purpose of the Personal Property Securities Act (Cth) (including any amendment or replacement) ("PPSA"), the Buyer agrees that King Springworks Pty Ltd may cause its interest hereunder to be registered on the Personal Property Securities Register. The Buyer acknowledges that King Springworks Pty Ltd may register one or more financing statements (as contemplated in the PPSA) in relation to its security interests under this document and that each such financing statement may be registered at any time. If permitted by the PPSA, the Buyer waives its right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement. King Springworks Pty Ltd and the Buyer agree to not disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies, or unless King Springworks Pty Ltd authorises such disclosure. The Buyer must do all things and perform all further acts as requested by King Springworks Pty Ltd to give effect to the security interest given pursuant to this agreement. King Springworks Pty Ltd may apply any amounts it receives from the Buyer in any manner it thinks fit, including to preserve any rights it has pursuant to the PPSA.

ADVICE IN GOOD FAITH:

We shall not be held liable for technical advice or assistance given in good faith, but which we are not contractually bound to provide. It shall not be assumed that we are experts in areas outside the scope of the contract. Furthermore, we shall not be liable for any advice given in relation to any matter arising under the contract unless we give that advice in writing & confirm in writing that we are qualified to give that advice.

DAMAGES:

We shall not be liable for consequential loss, however caused. In the event that you resell the goods to an end-user, you shall indemnify us against any claim from the end-user or third party arising out of the incorrect operation or misapplication of the goods.

BUYER INDEMNITY:

You shall indemnify us and keep us indemnified from and against all actions, claims or liabilities incurred in consequence of our compliance with any specification requirement of instruction by you in relation to any goods or services supplied.

JURISDICTION:

Notwithstanding any implication or law to the contrary, all contracts between the Buyer and Seller shall be deemed to be made and construed and to be enforceable in and according to the laws of the State of Queensland and by mutual consent to be subject to the jurisdiction of the Courts of that State.

We hereby agree with the above terms

Dated thisDay of20.....

For The Customer

Signed:.....(Director/Proprietor) Title:.....

Name in Full: Date:.....

Signed:.....(Director/Proprietor) Title:.....

Name in Full: Date:.....

Witness

Signed:..... Title:.....

Name in Full: Date:.....