

# Cadi Pty Ltd –Terms of Supply

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Most orders are processed within 4 working days. **New customers** - we will notify you when your order is packed  
By placing an order whether at trade fairs, with an agent by phone, fax, post or email you agree to accept the following conditions

## **TERMS OF SUPPLY**

### **ALL ORDERS ARE SUBJECT TO THE FOLLOWING TERMS & CONDITIONS A AT 1/7/2015**

Title to goods does not pass to the purchaser until payment has been made in full. Terms to approved customers are nett 30 days from date of invoice. A surcharge of 1.5% per month is levied on overdue accounts. Prices do not include GST and freight. Risk of loss or damage to goods shall be entirely at the risk of the purchaser on delivery.

**NEW CUSTOMERS/PAYMENT.** Minimum order is \$300. We require prepayment before the first order is sent (proforma). Once your order is packed the invoice is posted/faxed or emailed & payment is requested. **Proforma** orders kept for 14 days. Goods temporarily out of stock are placed on back order and indicated on your invoice. Orders are legally binding and cannot be cancelled after 7 days. A pricelist/catalogue & account application form is included in your first parcel. We send only minimum quantities as per pricelist. Substitutes are not made unless advice is given.

**DEFAULT.** It is agreed between the customer & Cadi Pty Ltd that when a customer is in payment default & recovery action commences to recover the debt that it should be paid in full including, if applicable, all collection costs, debt recovery costs, legal fees incurred by Cadi Pty Ltd (the supplier) plus monthly surcharges. The signatory on the invoice is the person ultimately responsible for the debt. . The customer undertakes to accept all risks and responsibilities on dispatch of goods and due to default in payment provide access for retrieval.

**BANK DETAILS** Cadi Pty Ltd Westpac Bank, Unley Branch, South Australia. **BSB** 035 213 **ACCOUNT** 141931

**Credit card** facilities (Visa & MasterCard) are available without additional charge.

**FREIGHT.** Our national carrier Australia Post for small. Goods are not insured & travel at the receiver's risk. The minimum charge for postage & handling is \$10 for a small postbag, \$15 for medium and \$20 for a 5 kilo postbag. A tracking number is provided. We find this is the most efficient way to send small parcels. For international customers we use International Post. Goods leave our warehouse in good condition. They can be insured by request. If goods arrive damaged and signed for as received in good condition your claim must be with the carrier. If preferred we can use your carrier. For large orders we use a courier.

**CLAIMS.** Cancellation, returns and claims can only be authorized by **Cadi Pty. Ltd.** head office and must be made within 7 days of receipt of goods and 30 days from date of invoice for clerical errors or adjustments. Goods supplied according to your order are not returnable. Faulty goods will be replaced where possible or a credit issued. Goods supplied are for retail purposes only. Prior authorization must be obtained for returns which are not faulty. Agents are not permitted to accept returns.

**WARRANTIES.** Goods are to be used only for the intended descriptive purpose. Whilst we will use all reasonable endeavors to comply with your particular order requirements you are not entitled to cancel an order due to minor variations in supply or changes in manufacturing procedures. We are not liable for financial loss or damage caused by insufficient time to deliver, shortage of materials or what could be interpreted as customer abuse of goods.

**COPYRIGHT.** Many of our designs are developed wholly or in part for **Cadi Pty. Ltd.** ABN 92 361 328 677 and, whether unknowingly or unwittingly, copying such products may be in breach of Australian Copyright Law. The intention is to register our designs.

**CONDITIONS.** Further or amended conditions may appear on account application forms, order forms, invoices or at point of sale. All sales or orders are subject to the above conditions.  
By placing an order you are agreeing to our terms and conditions.

**PRIVACY.** Any personal or business information obtained will be treated strictly confidential however permission is given to Cadi Pty Ltd, the credit supplier, to acquire, pass on, access or exchange information to assess the applicant's credit worthiness.