

TERMS & CONDITIONS

1. INTERPRETATION: "Company" shall refer to AAA Aussie Emergency Glass Pty Ltd, A.B.N. 40 077 906 140
"Customer" shall refer to any person, corporation.

2. PRICES: Prices and Terms are subject to alteration by the Company without notice prior to delivery. All goods shall be sold subject to being invoiced at prices ruling at time of delivery/dispatch.

3. GST: Unless otherwise stated, prices quoted do include GST. GST will be charged on all invoiced goods at the applicable rates.

4. TITLE: Title of goods supplied shall not pass until full payment has been received by the Company. The Customer shall store the goods in such a way so that they are clearly identifiable as the property of the Company. If the Customer becomes insolvent, commits any such act of insolvency or defaults in payment to the Company, the Company may (without prejudice to any of the other rights) recover or resell the goods or any of them, or may enter upon the Customers premises by its employees or agents for that purpose. Any goods sold to a third party whilst monies are outstanding to the Company are sold by the Customer as agent of the Company and any proceeds of such sale are to be retained in a separate account until such time as the amount outstanding under invoice/statement is paid in full to the Company. If the Customer uses, mixes or transforms the goods, the Customer shall keep records so as to identify the goods so used, mixed or transformed and so much of any payment from any third party in respect of any article transformed as equates to the price of the goods supplied and so used, mixed or transformed shall be held by the Customer in trust in a separate bank account for the benefit of the Company and paid to the Company in reduction of any debt owed by the Customer to the Company unless otherwise agreed in writing, all goods shall be at the Customers Risk upon delivery to the Customer, his carrier or agent.

5. SETTLEMENT TERMS: Unless otherwise specified or agreed settlement will be net seven (7) days from the date of invoice.

6. WITHDRAWAL OF CREDIT FACILITIES: The Company will withdraw credit facilities from any Customer who does not settle account within seven (7) days from the date of statement.

7. INTEREST: Interest will be charged at the rate of 2% per calendar month on all accounts that exceed seven (7) days.

8. STATEMENT CHARGE: A statement charge of \$10.00 per month will be charged on all accounts that exceed thirty (30) days.

9. ADMINISTRATIVE CHARGE: An administrative charge of \$240.00 will be applied to all accounts that exceed thirty (30) days

10. CREDIT CLAIMS:

a) DAMAGE OR SHORT DELIVERY: The Customer must make claim within 14 days of invoice date.

b) OTHER CREDIT CLAIMS: All other credit claims must be made within 14 days of invoice date. Evidence in support of the claim must be supplied and the onus of proof is with the Customer.

11. RETURNS: The Company will not accept goods for credit without prior approval. All returns for credit must be accompanied by a copy of the supply invoice. A handling charge of not more than 20% of the invoice value may be applied where the fault lies with the Customer.

12. REIMBURSEMENT OF EXPENSES: The Customer agrees to reimburse the Company for all expenses incurred in recovering the amount owed by the customer, should the account exceed the company's terms, including Solicitors costs on a Solicitor and Own Client Basis, Company Searches, Individual Locator Searches and any other expenses incurred including interest pursuant to Section 47 of The Supreme Court Act 1995.

13. ENTIRE AGREEMENT: The Parties hereto acknowledge that this agreement constitutes the entire agreement between them and that such agreement supersedes any previous oral or written agreements between them that deal with the same subject matter.

14. HEADINGS: The headings set out in this agreement are for convenience only and shall not in any way affect the interpretation of this agreement.

15. APPLICABLE LAW: This agreement shall be governed by and interpreted under the laws of the State of Queensland, Australia and the parties submit to the jurisdiction of the courts in the State of Queensland.

16. PRICE BEAT GUARANTEE: This offer is only applicable to selected areas for a full list of areas please contact our staff. This offer can be used at the time of booking only. In the event that a price falls below our cost price we will not be able price beat or match. Glass quoted from other company's must comply with Australian Standards.