

Terms & Conditions

CONDITIONS OF SALE

1. PRICES

- a. All prices are on the basis of EXW (Ex Works) Maidstone, VIC, unless otherwise agreed to.
- b. Freight will be added to all customer invoices unless the customer organizes pick-up from Prysmian Australia Pty Ltd Maidstone by their own means.
- c. ALL PRICES LISTED OR QUOTED ARE SUBJECT TO REVISION WITHOUT NOTICE.
- d. Price is Net Net with no rebates payable.

2. ORDERS

- a. If your official order form contains special printed conditions it is understood that such conditions are only accepted in so far as they are not at variance with our own terms and conditions.
- b. Correct part numbers on orders will ensure their speedy execution.

3. INSURANCE

All deliveries in excess of one thousand dollars (\$1,000.00) are covered by our open insurance policy, and in the event of loss or damage, such loss or damage must be immediately reported to our company in writing.

4. CLAIMS & RETURNS

- a. Claims in respect of incorrectly delivered items, short deliveries or damages which are not subject to insurance claim, must be notified to us within 7 days of receipt of goods.
- b. With the exception of items incorrectly supplied by us, all charges relating to returns are payable by the customer. A restocking fee of 15% will apply to goods returned for credit, if such return has been approved by Prysmian Australia Pty Ltd in advance. We reserve the right to deduct from any credit note issued the forwarding costs attached to the initial delivery.
- c. Credits will only be issued when goods are officially received in our warehouse and have been checked as suitable for resale.
- d. No return of goods will be accepted where more than 3 months has passed from the date of invoice.

5. WARRANTY

Products manufactured by Prysmian Australia Pty Ltd are warranted against faulty material and workmanship for a period of 12 months from the date of purchase

after which time no further claims will be recognized. Where products are sourced from other suppliers, both local and overseas, the original supplier warranty will

apply. All warranty requests are to be referred to the Prysmian Australia Pty Ltd sales office for validation.

Note: A dated proof of purchase will be required prior to acceptance of any warranty claim. All freight costs are the responsibility of the purchaser.

For further information please contact the Prysmian Australia Pty Ltd sales office.

6. PASSING OF PROPERTY

Property in the goods shall not pass from Prysmian Australia Pty Ltd to the purchaser until payment in full of the price and clearance of cheques by Prysmian

Australia Pty Ltd bankers notwithstanding the possession of the goods may pass to the purchaser.

7. PAYMENT

- Approved credit accounts - Unless otherwise agreed, payment of all goods is due within 30 days of the end of the month of supply.

- Non approved credit accounts / cash sales – all payments are required prior to dispatch of orders. Payments preferred via EFT. Credit card payments are

accepted, however a credit card surcharge fee may apply.

8. SURCHARGE FOR LATE PAYMENT

Prysmian Australia Pty Ltd shall be entitled to charge a surcharge upon any amount outstanding after 60 days from invoice date at a rate of 20% per annum of the

invoice amount.

9. GOODS AND SERVICES TAX

All items are subject to GST.

10. PACKAGING CHARGES

Packing charges apply where specified. Cases and other packing materials are strictly non-returnable.

THE PRICES SET OUT REFERRED TO HEREIN, ARE DISTRIBUTOR NETT PRICES ONLY AND THERE IS NO OBLIGATION TO COMPLY WITH THE

NETT PRICE.

WARREN & BROWN TECHNOLOGIES is a division of PRYSMIAN AUSTRALIA PTY LTD (PRYSMIAN), PRYSMIAN having acquired the business formerly carried on by WARREN & BROWN TECHNOLOGIES PTY LTD.

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