



AIRBAG MAN
TERMS AND CONDITIONS OF SALE OF GOODS

1. DEFINITION

- Under the terms of this invoice “the seller” as referred to herein means Clamp Industries Pty Limited and “the Goods” means all the items shown on the invoice.

2. PAYMENT

A) ESTABLISHED TRADING ACCOUNT

- The purchase price of the Goods shall be paid to the Seller in cash, without deductions, within 30 (thirty) days of delivery of the Goods to the Purchaser.
- In respect of any unpaid balance remaining owing after the due date for payment thereof, the Seller shall have the right to charge interest, compounded monthly, at the rate of 1.5% per month until payment is received in full.
- If the full purchase price for the Goods is not received by the Seller on the due date for payment thereof, the Seller shall have the right, in addition to its other rights at law and under this document to retake possession of the Goods and if the Purchaser has sold the Goods, the Seller shall be entitled to trace the proceeds of the sale of the Goods by the Purchaser.

B) CASH SALE

- The purchase price of the Goods shall be paid to the Seller in cash, without deductions prior to delivery or collection of the goods.

3. DELIVERY & RETURN POLICY

- The Seller will use its best efforts to deliver the Goods (and install them if expressly agreed to) on the date agreed to with the Purchaser, or if no date is stated, within a reasonable time. The Seller shall not be liable for any loss or damage of any kind caused to the Purchaser arising from late delivery or installation of the Goods.
- Where the Purchaser collects the Goods or arranges for delivery by the Purchaser’s agent, then all the risk in and to the Goods shall pass to the Purchaser upon removal of the Goods from the Seller’s premises.
- If the Purchaser unduly delays delivery or installation of the Goods, the Seller may cancel the order provided that the Seller shall first have given to the Purchaser 14 (fourteen) days written notice of the Seller’s intention so to cancel the order. In the event of cancellation, the Seller shall not be liable to the Purchaser for any reason whatsoever, including any loss purported to be suffered by the Purchaser.
- The return of Goods specially procured is not accepted. Goods shall only be accepted by the seller if returned in as new condition. A minimum 10% return and restock charge may be applied for all returned goods.

4. TITLE

- Notwithstanding delivery of the Goods to the Purchaser, title to each and every item of the Goods shall pass to the Purchaser only on the date of payment for such Goods in full and by cleared funds in the case of payment by cheque.



5. WARRANTY

- In the case where the Goods have been manufactured by the Seller, the Seller warrants that the Goods will be free from defect due to faulty workmanship or materials for a period of 12 (twelve) months from date of delivery of the Goods provided that:
 - i) the defect has not arisen from ill-treatment or neglect of the Goods;
 - ii) any spare parts or accessories used have been approved by the Seller or are permissible according to the instructions of the Goods;
 - iii) the Goods have been serviced where necessary by the Seller or any approved agent of the Seller; and
 - iv) the Goods have been installed and used for the purposes intended and in accordance with the instructions relating thereto.
- Where the Goods have not been manufactured by the Seller, the warranty of the Manufacturer of the Goods is accepted by the Purchaser as the sole warranty given to the Purchaser. Example:
 - **FIRESTONE RIDE-RITE AIRBAGS**
- Limited Lifetime Warranty
 - **FIRESTONE COIL-RITE AIRBAGS**
- Limited Warranty 24 months from date of supply

6. LIMITATION OF LIABILITY

- In all cases (except where such limitation is prohibited by law), the Seller's liability to the Purchaser regarding the sale of the Goods and the supply of any services in connection therewith shall be limited to, at the Seller's discretion but in each case at the Seller's own cost:
 - v) the replacement of the Goods with equivalent goods; or
 - vi) the repair of the Goods; or
 - vii) payment of the cost to the Purchaser of either the replacement of the Goods with equivalent goods or the repair of the Goods.
 - viii) all Goods returned under warranty claim shall be held for a period of one (1) month, after this time Goods shall be disposed of at Sellers discretion should there be no instruction received from the Purchaser.
- Except as provided for in any law, the Seller shall under no circumstances be liable for any consequential loss to any party arising from the sale of the Goods and the supply of any services in connection therewith.

7. VARIATION IN WRITING

- No variation of any of the terms contained herein shall be of any force of effect unless in writing and signed by both parties.