



Terms and Conditions of Trade

1. Definitions

- "Contract" means the agreement between Branomi Imports Pty Ltd and the customer for supply of products
- "Customer" means the authorised dealer or person that enters the contract with Branomi Imports Pty Ltd
- "Order" means any order placed by a customer with Branomi Imports Pty Ltd for the supply of products
- "Products" means all of the goods, services, works or choices in action offered for sale by Branomi Imports Pty Ltd which is supplied by Branomi Imports Pty Ltd to a customer from time to time.
- "Terms and Conditions" and "this agreement" used herein means the terms and conditions of sale set out below as amended from time to time by Branomi Imports Pty Ltd in accordance with clause 13.

2. Formation of Contract of Sale

- These Terms and Conditions of Sale supersede all previous terms and conditions imposed by Branomi Imports Pty Ltd. Each Order will constitute an offer by the Customer to acquire Products from Branomi Imports Pty Ltd upon and subject to the Terms and Conditions to the exclusion of all other terms and conditions. A Contract will be made between Branomi Imports Pty Ltd and the Customer for the sale and purchase of Products only on acceptance of an Order by Branomi Imports Pty Ltd, which may be by delivery of all or part of the Products ordered.
- All contracts are subject to and conditional upon the customer when requested by Branomi Imports Pty Ltd providing security for payment in a form and manner to the satisfaction of Branomi Imports;

3. Returns and Credits

- The customer will be deemed to have accepted the products as being in accordance with an order placed with Branomi Imports Pty Ltd unless it notifies Branomi Imports Pty Ltd to the contrary within 7 days of delivery of products.
- In addition to the above clause Branomi Imports Pty Ltd will only, at its option, accept the return of goods where:
 - (a) In the case of Products that have been specifically sourced at the request of the Customer, the supplier of such Products will need to accept return of the Products for credit.
 - (b) The products are returned to Branomi Import Pty Ltd in the same condition as when first delivered to the customer
- The value credited, if any, will be in the absolute and unfettered discretion of Branomi Imports Pty Ltd, and in any case limited to the amount originally invoiced for products, save

that products return will attract a charge (amount which shall be in discretion of Branomi Imports Pty Ltd but not less than 10% of the price for those products) to cover restocking, repacking and any other charges that be applied by Branomi Imports Pty Ltd.

4. Delivery of Goods

- Unless otherwise agreed, Branomi Imports Pty Ltd will arrange for delivery of the Products. Risk of loss to Products will pass to the Customer on the earlier of collection of Products by the Customer; delivery of Products to the Customer; and delivery of Products by Branomi Imports Pty Ltd to a carrier for the purpose of delivering Products to the Customer. Branomi Imports Pty Ltd will not be liable for any delay in delivery of Products.
- Unless otherwise agreed, the cost of delivery of products to the customer is the responsibility of and to the account of the customer.

5. Prices and Terms of Payment

- Prices for Products are set in accordance with Branomi Imports Pty Ltd's price list which is subject to change from time to time. The price payable is the price quoted as at the date of creation of an invoice in respect to the Products.
- Trading terms are net cash seven (7) days from date of invoice unless otherwise notified from time to time. Should payment not be received then any credit facility may be withdrawn without notice.
- List prices shown in Branomi Imports Pty Ltd price lists are exclusive of GST unless otherwise specified.
- All prices quoted by Branomi Imports Pty Ltd are exclusive of GST unless otherwise specified.

6. Title of Products

- Property in and ownership of the Products remains with Branomi Imports Pty Ltd and will not pass to the Customer until all Products have been paid for in full and all other debts owing to Branomi Imports Pty Ltd have been paid in full.
- The Customer grants to Branomi Imports Pty Ltd an irrevocable licence to enter the Customer's premises, exercisable upon any event of termination specified in clause 9 occurring, which licence to enter permits Branomi Imports Pty Ltd at its sole option, to enter the Customer's premises and repossess and remove all Products on the premises. The Customer consents to such actions and agrees that Branomi Imports Pty Ltd will not be liable for any loss or damage suffered by the Customer as a result of the Branomi Imports Pty Ltd taking such action. This clause is not intended to create a charge over Products or any book debts.

7. Claims

- Subject to the provisions of any consumer or trade practices law no claim in relation to the Products will be recognised unless such claim is made in writing within seven (7) days after receipt of Goods.

8. Warranty and Guarantees

- All Branomi Imports Pty Ltd Products are generally guaranteed to be free of material or manufacturing defects at the time of original purchase.
- A warranty/guarantee does not extend to defects caused by ordinary fair wear and tear, improper installation or use, a failure to carry out maintenance or as the result of uses for which product was not designed or advertised.

- A warranty/guarantee does not extend to any defects in products, components, or parts of products, where those have been supplied to Branomi Imports Pty Ltd by third parties save that although Branomi Imports Pty Ltd will not be obliged by these terms and conditions to do so, Branomi Imports Pty Ltd will assist the customer to obtain benefit of the third party's warranty/guarantee, if any.
- The customer releases Branomi Imports Pty Ltd from, and shall indemnify, keep indemnified and hold harmless Branomi Imports Pty Ltd respect for all claims arising in connection with the Products;
- Any liability of Branomi Imports Pty Ltd for a breach of a condition or warranty implied by statute is limited to any one or more of the following:
 - (a) The replacement of the product (goods) within the meaning of the Trade Practises Act 1974 ("the Act") (in this paragraph referred to as the "product") or the supply of equivalent product;
 - (b) The repair of the product;
 - (c) The payment of the cost of replacing the Product or of acquiring equivalent product;
 - or
 - (d) The payment of the cost of having the Product repaired;
 - (e) The return of the Product and the refund of the purchase price, or that part of the purchase price paid;
 - (f) The supply of the service (within the meaning of the Act) (in this paragraph referred to as the "Products"), again;
 - (g) The payment of the cost of having the services supplied again;
 Which ever is the lowest amount.

9. Termination

- It is an event of termination if;
 - (a) The Customer breaches or fails to observe any of the terms of these Terms and Conditions;
 - (b) The Customer trades outside the terms and conditions of the Customer's credit facilities (if any);
 - (c) The Customer becomes insolvent, the Customer enters into bankruptcy or Branomi Imports Pty Ltd notifies in writing the Customer of its view that the Customer is in financial difficulties;
 - (d) An administrator or receiver is appointed over all or any of the business undertaking of the Customer or the Customer is served with a statutory demand pursuant to the Corporations Law, or any guarantor of the Customer's indebtedness to Branomi Imports Pty Ltd revokes its guarantee.

10. Severability/Applicable Law

- If any of these terms and condition infringes any law in Australia it must be read down so that it does not infringe that law, otherwise it will be deemed void and severable.
- These terms and conditions and any agreements entered into hereof are governed by and must be constructed in accordance with the laws of South Australia and the customer hereby agrees to submit to the exclusive jurisdiction of the courts of South Australia.

11. Waiver

- Waiver of any right by Branomi Imports Pty Ltd arising from a breach of these terms and conditions or upon the occurrence of an event of termination must be in writing and executed

by Branomi Imports Pty Ltd. A failure or delay in the exercise of a right arising from a breach of these terms and conditions or the occurrence of an event of termination by Branomi Imports Pty Ltd does not result in a waiver of that right.

12. Notices

- Any notices to the Customer shall be sufficiently delivered if mailed in the ordinary course of post in the last known address of the Customer in the appropriate State or Territory of Australia. All notices to Branomi Imports Pty Ltd shall be sufficiently delivered if so mailed to its principal office in the relevant State or Territory. Any such notice shall be deemed to have been delivered three (3) days after mailing.

13. Variations to Terms and Conditions of Trade

- Branomi Imports Pty Ltd reserves to itself, without notice to the customer, the right to revise, vary, alter and otherwise amend these terms and conditions from time to time.