

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

TERMS OF SUPPLY

ALL ORDERS ARE SUBJECT TO THE FOLLOWING TERMS & CONDITIONS A AT 1/7/2008

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 \$250. We require prepayment before the first order is sent (proforma). Once the proforma 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. **Credit card** facilities (Visa & mastercard) are available without additional charge. 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 default & recovery action commences to recover the debt that it should be paid in full including, if applicable, all collections costs, debt recovery costs, legal fees incurred by Cadi Pty Ltd (the supplier) plus monthly surcharges.

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

FREIGHT.

Our national carrier is Blue Star. Goods are not insured & travel at the receiver's risk. The minimum charge is \$10.00 plus rate per kilo. is from 25c to \$1.60 depending on remoteness. Cubic conversion where volume determines freight is at the rate of 200. 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. The customer undertakes to accept all risks and responsibilities on dispatch of goods from the warehouse and, if necessary, due to default in payment provide access for retrieval.

CLAIMS.

Cancellation, returns and claims can only be authorized by **Cadi Pty. Ltd.** head office and must be made within 7 days of receipt and 30 days for clerical errors or adjustments. Goods supplied according to your order are not returnable. Goods supplied are for retail purposes only. Prior authorization must be obtained for legitimate returns.

WARRANTIES.

Goods are to be used only for the intended descriptive purpose. Care should be taken with all lit candleholders. Our ironware, like all iron will eventually corrode and is not guaranteed against rust. Lampshades are designed for a maximum of 40-watt globe & the approved cables and fittings are Australian approved. 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 or shortage of materials.

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 are covered by the above conditions.

By placing an order you are agreeing to our terms.

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.