

Inner Wisdom Promotions

Wilfitz Pty Ltd – ABN 42 052 946 862

PO Box 105, Mackay, 4740 Qld – Phone/Fax: 07 4957 7505 email: sales@innerwisdom.com.au

CONDITIONS OF SALE and TRADING TERMS

1. All Accounts are 30 days net from date of invoice and should be received at Inner Wisdom Promotions as specified on the invoice. **NO STATEMENTS WILL BE ISSUED.** Accounts not paid by their due date will incur an account administration fee of 1.5% per month.
2. No order may be cancelled except with consent in writing and on terms which will indemnify the Seller (IWP) against loss. Any stock returned at any time, other than for wrong supply, will be at 10% reduction in credit value.
3. Freight is to the customer's account and will appear as a separate item on the invoice.
4. Customers may return goods **no later than 5 days from delivery** under the following conditions:-
 - (a) Faulty manufacture
 - (b) Incorrect goods sent (not ordered)
 - (c) Only goods with prepaid freight and insurance will be accepted. However, the Seller shall not be liable for loss or damage of returns.
 - (d) Goods and their packaging must be returned in the same order as when delivered including, without limitation, being unmarked, unstickered, without any adhesive residue and undamaged. If not, no credit will be issued and the customer will be liable for the return freight.
 - (e) Returns will only be accepted if accompanied by a **Credit Claim Number** clearly visible on return package. A Credit Claim number may be obtained from an Inner Wisdom Promotions representative or from its Head Office.
5. The Purchaser waives any claim for shortage of any goods delivered if a claim in respect thereof has not been lodged with The Seller **within 3 days from the receipt of goods by the purchaser.**
6. The delivery times made known to the Purchaser are estimates only and the Seller shall not be liable for late delivery or non-delivery and under no circumstances shall The Seller be liable for any loss, damage or delay occasioned to the purchaser or its customers arising from late or non-delivery of goods.
7. The Seller (IWP) reserves the following rights in relation to the goods until all accounts owed by the Purchaser to the Vendor (IWP) are fully paid:-
 - (a) Legal ownership of the goods
 - (b) To enter the purchaser's premises or the premises of any associated company or agent where the goods are located without liability for trespass or any resulting damage and retake possession of the goods; and
 - (c) To keep or resell goods repossessed pursuant to (b) above.
 - (d) If the goods are resold, or products manufactured using the goods are sold by the purchasers, the purchaser shall hold such part of the proceeds or any such sale as represents the invoice price of the goods sold or used in the manufacture of the good sold in separate identifiable account as the beneficial property of vendor and shall pay such amount to vendor upon request. Notwithstanding the provisions above vendor shall be entitled to maintain an action against the purchaser for the purchase price and the risk of the goods shall pass to the purchaser upon delivery.
 - (e) All goods held by the purchasers at any time are deemed to have been purchased on the most recent invoice.
 - (f) The Purchaser shall be liable for legal and other costs associated with recovery of funds for non-payment to the Seller at the due date.
8. Queensland law shall apply so that any dispute shall be heard by courts with jurisdiction in Queensland
9. The Seller (IWP) reserves the right to change the conditions of sale at any time by notice to customers such changes to be in effect in relation to all goods after the date of such notice.
10. All credit card payments will incur a 4% credit card fee from 1st January 2003.

These conditions contain the entire agreement between us and have been read and understood

Signed for and on behalf of firm/partnership/company and on own behalf as guarantor
(I/We are authorized to sign)

Signature _____

Name (Printed) _____

Position Held _____

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