TERMS AND CONDITIONS

1. You (i.e. the Customer) will be responsible for any loss, damage or deterioration to goods once they leave our place of business – that is, they will then be at your risk. You should take insurance to cover this.

2. Delivery will be at our place of business. You will be responsible to arrange and pay freight from our place of business. We (i.e. Catford Hydraulics Pty Ltd ABN 27 167 993 179) can help you arrange freight if you wish. We will not do this unless you request it.

3. Goods are not supplied on a sale or return basis. Subject to these terms and conditions, once we accept your order, you are obliged to take the goods although property is yet to pass. Any agreement to accept any return of goods must be in writing and signed by/on our behalf. If we agree to accept any return, our current return conditions will apply. Details of current return conditions are available on request but please note that no claim will be recognised more than seven days after delivery of the goods.

4. (a) You must pay for goods and services supplied within the terms and conditions of the sale as per the quotation we have provided. Discount, if any, will only be allowed if the nett payment is received on or by the invoice due date.
(b) However, payment will become due immediately if:
   - you commit any act of bankruptcy
   - a meeting of your creditors is called
   - a mortgagee or mortgagee’s agent takes possession of any of your assets
   - a receiver of any of your assets is appointed
   - you go into administration, or
   - a petition to bankrupt or liquidate you is issued.
(These words have special meanings, please consult your legal adviser if you do not understand what they mean).
(c) Until an overdue payment is paid, you have to pay interest on it at 1.5% per month.
(d) You must pay us any costs (including debt collector’s commission) we incur to recover (or attempt to recover) any overdue payment.

5. (a) Property in goods supplied will not pass to you until they, and all other goods supplied by us to you, have been paid for in full.
(b) You acknowledge that until that time you are in possession of the goods solely Bailee for us.
(c) Your right to possession of the goods ceases if payment for the goods is due under clause 4(a) or 4(b) but not paid. In that event, we or our agents may enter any premises where the goods are, or are reasonably thought to be, and repossess them.
6. Until property in goods supplied passes to you –  
   (a) You may fix them into your articles on the condition that the product (“product/s”) will be our property as surety of full payment for the goods.  
   (b) Until you use or sell the goods or products, you must store them separately and so that they are clearly identifiable as our property.  
   (c) You may fix the goods or products into the articles of any third party on condition that the resulting item will be deemed to be owned in common by us and that third party.  
   (d) You may sell the goods or products or the items as referred to in (c) (or your interest therein) in the ordinary course of your business on the following conditions –  
      • You may make the sale as our agent and Bailee.  
      • Any proceeds of sale received by you are held by you on trust for us and you must keep them separately and so that they are clearly identifiable as ours.  
      • If you have not received the proceeds of sale, you will, if we so require, assign to us your rights in respect of the sale price.

7. If payment for the goods is due under clause 4(a) or 4(b) but not paid, we may take any one or more or all of the following actions without notice –  
   • Sue for monies owing on the goods.  
   • Retake possession of them.  
   • Take possession of the product/s referred to in 6(a).  
   • Take and/or claim the proceeds of sale referred to in 6(d) paid or due to be paid.  
   • Take any other action based on our rights set out above.

8. Any previous dealings do not affect these terms and conditions nor will any term or condition set out in your order forms or other documentation.

9. In these terms and conditions reference to a person includes a corporation, and the singular includes the plural and vice versa.

10. If there is more than one, the persons comprising the Customer are jointly and severally bound by these terms and conditions.

11. The law of South Australia governs these terms and conditions and any legal action relating to them must be brought in South Australian Courts.

12. Each transaction is to be on the above terms and conditions. However, we may change the above terms and conditions and upon written notice to you, and/or electronic notice via our website, you will be bound by such changed terms and conditions in respect of subsequent transactions. Unless the contrary is proved, such notice is deemed served on you two business days after it is posted. If you return this credit application and agreement to us electronically, the original must also be returned to us before any goods will be delivered or services provided.

Signature..................................................................................Witness Signature.................................................................

Full Name.............................................................................Witness Full name..............................................................

Date..................................................................................Date.....................................................................................