

Terms and Conditions

‘Bremick’ means ‘Bremick Pty Ltd’, A.C.N. 68 000 496 131 and all related corporations or assigns;

‘Contract’ means the contract referred to in clause 2;

‘Customer’ means the person or entity acquiring or offering to acquire products from Bremick and where there is more than one customer, the customer’s covenants and obligations are joint and several;

‘Products’ mean all products, (including, without limitation, accessories, spare parts) services and equipment supplied or to be supplied by Bremick to the customer;

‘Conditions’ means these conditions of sale;

‘Consumer’ means the final purchaser / user of the product.

1. APPLICATION OF CONDITIONS: Unless otherwise agreed in writing by Bremick, these conditions will apply to all quotations, orders and offers in relation to the products and the sale, supply, service and replacement of all products and will take precedence over any inconsistent provisions in any customer order.

2. ORDERS AND CONTRACT: Each order by a potential customer is subject to acceptance or rejection by Bremick and is not binding on Bremick prior to Bremick’s acceptance of it. Bremick’s written acceptance of an order, the order and these conditions will constitute the entire agreement of the parties in relation to the subject of that order (the ‘Contract’) and may only be varied in writing, signed by the parties. No order may be cancelled after acceptance by Bremick without Bremick’s prior written consent.

3. PRICES: Prices quoted by Bremick are subject to change without notice although where possible Bremick will endeavour to give reasonable notice. In particular but without limitation, changes may be necessary to correct errors or allow for increases in the cost of labour, materials, freight, foreign exchange rates, taxes, duty or other levies taking effect prior to the date of delivery.

4. TITLE AND RISK

“Insolvency Event” shall occur when;

(a) An application or order is made, a resolution is made or proposed or other steps are taken for the winding up, dissolution, official management or voluntary administration of the customer (other than a voluntary liquidation for the purpose of amalgamation or reconstruction); or

- (b)** The customer enters into any arrangement, compromise or composition or assignment for the benefits of its creditors or any class if them;
- (c)** The customer ceases, suspends or threatens to cease or suspend the conduct of its business or disposes of or threatens to dispose of its assets other than in the ordinary course of business;
- (d)** The customer is deemed unable to pay its debts as and when they fall due, or stops or suspends the payments of its debts;
- (e)** A receiver, a receiver and manager, administration or other officer is appointed to the customer or any part of its property, or a third party attempts to levy execution against the customer's property or the goods or (in the case of the customer being a natural person), the customer commits an act of bankruptcy.

4.1 Bremick and the customer agree that the ownership of the goods delivered by Bremick, to the customer will not pass to the customer until such time as the goods the subject of the contract have been paid for in full.

4.2 Until some payment has been made the customer holds the goods as bailee for Bremick and shall safely and securely store the goods separately from other goods on the premises of the customer in such a manner as to show clearly that the goods are the property of Bremick.

4.3 Where payment is not made on or before the due date or if an Insolvency Event occurs, then;

(a) Bremick may terminate any contract relating to the goods at any time and without prejudice to any other rights it may have against the customer.

(b) The customer shall, should Bremick so require, deliver up the goods to Bremick failing which Bremick is hereby irrevocably authorised to enter at any time by its servants or agents the place where the goods are situated and to repossess the goods, and to remove the goods from any vessel, vehicle, or other place whether or not they have at any such time become fixed to any vessel, vehicle, thing or place and for this purpose Bremick is hereby appointed the customer's agent. The customer agrees to indemnify Bremick, and keep Bremick indemnified against all costs incurred by Bremick in removing the goods and against all claims against Bremick arising from such removal.

4.4 If an insolvency event occurs and the goods which have not been paid for in part or in full are mixed with the goods that have been paid for, then the customer bears the onus of proving that the Bremick goods in its possession (whether mixed with other goods or not) have been paid in full by the customer. If the customer is unable to prove, to the satisfaction of Bremick that the goods identified as Bremick goods have been paid for in full, then those goods shall be deemed to relate to unpaid invoiced outstanding from time to time and are deemed to be the property of Bremick. Bremick reserves the right to repossess those goods without having to prove that the goods relate to specific unpaid invoices outstanding at the time of

repossession.

4.5 Notwithstanding the provisions of the preceding sub-clauses the customer may sell the goods to a third party (in its own name and not as agent for the seller) by way of bona fide sale at full market value and in the ordinary course of business and deliver them to that party provided however that if an insolvency event occurs and until the goods have been paid in full to Bremick.

(a) Where the customer is paid by that third party the customer holds the whole of the proceeds of sale on trust for Bremick and shall not mingle any of the proceeds of sale with the customer's own monies or in any bank account with other monies, but shall ensure that all such receipts of sale are separate and identifiable.

Moreover, the customer shall on receipt of the proceeds of sale remit to Bremick all monies owing under this contract in accordance with Bremick's terms of payment; and

(b) Where the customer is not paid by that party the customer agrees, at the option of Bremick, to assign his claim against that party to Bremick and Bremick giving the customer notice in writing to that effect. For the purpose of giving effect to this sub-clause the customer irrevocably appoints Bremick as its attorney.

4.6 Where the contract is for delivery of the goods by installments the property in the goods shall not pass in any installment of the goods until payment has been made to Bremick of the total contract price.

5. PAYMENT: Payment for products must be made by the customer to Bremick within thirty days following delivery of Goods. Extraordinary settlement terms may be offered from time to time and will only apply to products where specifically nominated in the relevant programs and promotional material. Payments must be in cash or any other form acceptable to Bremick and, subject to the exceptions listed in this clause, without any deduction, withholding or right of set-off counter claim. Any amount outstanding after the due date will incur interest at one (1%) percent plus the prime lending rate of the commonwealth Bank of Australia at the time from the due date until full payment is made. A surcharge of 1.5% will be added to the total amount of payments made by Master Credit Card or Visa Credit Card. American Express Card is not accepted.

6. CREDIT: Bremick, in its absolute discretion, may refuse to proceed with any contract at any time if the customer's credit is or becomes unsatisfactory to Bremick

7. DELIVERY: All deliveries on a "Freight on Invoice" basis unless alternative arrangements have been agreed upon by Bremick management.

8. MINIMUM ORDER CHARGES: Minimum Order Charges apply on orders below \$150 and orders between \$151 and \$2,500 as stated on the Shopping Cart page and Checkout page.

9. CREDIT RETURN POLICY: Bremick must be notified of misbound, incorrectly supplied or short supplied goods within 14 days of delivery. All returns to Bremick must be authorized in advance by contacting your nearest branch. You must have a Bremick Credit Note Acceptance number before returning your goods. Goods returned without an Acceptance number will be rejected and returned at your cost. Any credit returns where the invoice value is greater than \$200 need to be approved by Bremick Head Office, so there will be a delay in the approval process. A Restocking fee of 20% is applicable on all returns including online orders where Bremick was not at fault. Customers are responsible for the return freight costs where they are at fault. Bremick will cover the cost of freight where we are at fault. Credit returns over 90 days will not be accepted. Once a credit is accepted it is valid for 30 days. It is the customer's responsibility to ensure that the goods are returned in this timeframe.

10. Any customer errors including errors in ordering incorrect product online or using the website are to the customers account. A restocking fee of 20% is applicable on all returns of goods ordered over the website.

11. CURRENCY: All transactions on this site are processed in Australian dollars (AUD).