



Terms and conditions of Trading

QCC (NSW) Pty Ltd. hereinafter referred to as "QCC"

1. The customer shall repay "QCC" the balance shown as outstanding on each and every account issued by "QCC" within 30 days of the date of the account. If the customer fails to pay the full amount shown as outstanding on the account within this period, then without prejudice to "QCC's" rights, the customer shall be liable to pay interest in respect of any amount not so paid at the rate of 2% per month for each month or part thereof on the amount outstanding time to time.
2. The posting of a letter by "QCC" addressed to the customers at the customer's address recorded with "QCC" shall be deemed to be service upon the customer upon the date of posting.
3. All risk in the goods shall pass to the customer at the time of delivery of the goods, however ownership of the goods only passes when the goods are paid for in full.
4. The customer acknowledges that the property and the ownership in the goods shall not pass to the customer until the customer has paid all monies due in respect of the goods and the customer undertakes to insure against all risks and keep insured all the goods in joint name of "QCC" and the customer for their respective rights and interests and to produce the receipts for the insurance premium upon being requested to do so by "QCC" provided that "QCC" may at its options effect such insurance and debit the customer with premiums paid and in such an event will give notice to the customer that such insurance has been effected.
5. The customer authorises "QCC" to physically collect the goods from wherever then are situated should the customer be unable or unwilling to pay for the goods within a reasonable time or not later than 60 days. This does not constitute a credit for the goods and "QCC" is still entitled to recover any damage it has suffered from non-payment.
6. The applicant/s in applying to open a credit account warrant/s that he/she/they are duly authorised by the customers to make and complete the application on the customer's behalf and that the particulars and other information provided are true and correct in every respect and further in consideration of "QCC" accepting the application at the request of the applicant/s, the applicant/s hereby jointly and severally (IF more than one) guarantees to "QCC" that the customers shall duly and punctually pay all the monies payable to "QCC" in accordance with the within conditions. The applicant further accepts liability for all credit transactions conducted on behalf of the customer.
7. The applicant undertakes to advise "QCC" in writing of any material changes in information given.
8. An order is deemed to be made when the complete written order signed by the customer is received by "QCC". "QCC" accepts no responsibility if an order contains errors. The customer is liable to pay for the goods and any delivery charges in accordance with details of the order.
9. Orders are dispatched by service mail or road and those charges are borne by the customer. Unless the customer has arranged for their own method of delivery at the time of ordering the goods, the customer is liable to pay the actual cost of the delivery.
10. A handling fees of \$10.00 applies to all orders under \$10.00 (excluding priority charges, GST and Freight costs)
11. Any claim by the customer must be made in writing to both "QCC" and the carrier within 5 days of delivery. If this condition is not compiled with, the customer according to these terms and conditions must make full payment for the goods. No goods will be accepted for return unless previously authorised in writing by "QCC". Freight for returned goods must be borne by the customer. A "re-stocking" charge of 20% will be made on all standard goods accepted for return and this will be deducted from your credit note.
12. When goods are delivered the customer or its agent shall sign the delivery docket presented by "QCC" or the carrier and this shall be conclusive proof of the receipt in good condition of the goods listed on the docket.
13. "QCC" shall not be liable for any loss or damage suffered by the customer if the work or delivery is delivered for reasons beyond "QCC's" control. The customer shall not be entitled to cancel the order merely because of such delay.
14. "QCC" shall not be liable for any loss or damage suffered by the customer if the work or delivery is delayed for reasons beyond "QCC's" control. The customer shall not be entitled to cancel the order merely because of such delays.
15. "QCC" shall not be liable for any statement made by or on behalf of "QCC" except as is set out in the relevant quote or those terms or in a document signed by a director of "QCC".
16. No Waiver or indulgence given by "QCC" to the customer shall have any effect unless written and shall not except according to express terms, constitute an estoppel against "QCC".
17. Delay in Payment – if any monies owing by the customer to "QCC" an account are not received by "QCC" on or before the due date, "QCC" may cease carrying out all work then underway and invoice the customer for such work as has been carried out without being obliged to complete the same.

18. "QCC shall endeavor to effect delivery by the date mentioned above but is agreed that any delay or failure to make delivery by the said date for any cause whatsoever shall not be grounds for the customer rescinding this agreement or claiming damaged but "QCC" may at its option return all monies paid by the customer and thereupon all rights and liabilities between the parties hereto shall cease and determine.
19. It is agreed that the said goods are sold subject to the terms of the manufacturer's warranty (if new equipment). Neither "QCC" nor the manufacturer will be under any obligation, other than is provided in the said warranty. All other conditions and warranties, expressed or implied, statutory or otherwise, are hereby expressly excluded from application to any contract resulting from this order. This exclusion operated in the respect of all goods or materials supplied under or arising out of orders or incidental to the execution thereof, as well as to all matters relating to the manufacturers of such goods and to the installation thereof. Moreover, the customer shall have no claim against "QCC" or the manufacturer of the goods for any loss, injury or damage, caused by, or arising out of any negligence in manufacture, assembly, sale or installation of the goods and to the installation sale or installation of the goods, or the material used in the manufacture thereof, or supplied in connection therewith, or the installation thereof.
20. The liability of the vendor, if any under the warranty shall be limited as stated in such warranty. In no circumstance whatsoever shall the vender or the manufacturer be liable for any consequential damages caused by, resulting from, or arising out of any defect of the goods, or the manufacturer, or installation thereof.
21. In the event of this order resulting in a hiring, or hire purchase of the goods, rather than in a sale, the terms of this clause shall apply with the necessary changes, to such contract of hire purchase.
22. The customer acknowledges that by signing the acceptance of these goods he/she/they are fully acquainted with our terms and conditions of trading, copies of which are displayed at "QCC" and posted to account customers.