



ACCO Web Online Services – Trade Purchase of Goods – Terms and Conditions

Purchase of Goods – Terms and Conditions

1. This website is owned and operated by ACCO Australia Pty Limited ABN 16 000 265 047 trading as ACCO Australia.
2. By using or accessing this site you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions as read with the attached schedule of ACCO's Standard Terms of Sale.
3. The material on this site is protected by copyright under the laws of Australia.
4. We have endeavoured to provide information which we believe to be correct at the time of entry but we make no representation or warranty that the information on the web site including any descriptions of the goods is accurate, complete, reliable, current or error-free.
5. Any revisions of these Terms and Conditions will be effective immediately and by continuing to use this site after any revision becomes effective, you agree to be bound by these Terms and Conditions as so revised.
6. Prices and availability of goods are subject to change at any time on 30 days notice. All prices are exclusive of GST. ACCO reserves the right to correct pricing errors at any time. In the event we discover a pricing error, we will attempt to notify you as soon as possible about the error and, if you decide against the purchase, we will process a credit for the item or items in question.
7. The goods offered on this web site are only available to persons who are capable of entering into a legally binding contract with ACCO. Without limiting the foregoing, by utilising this web site to place an order, you warrant to ACCO that you are 18 or more years of age and that you are authorised and able to make payment in the manner selected by you. You also warrant to ACCO that all information given by you to ACCO through this site (including your name, contact and address details) are correct.
8. No contract for the purchase of goods will be created until your order has been accepted by us by sending you an order confirmation. The contract will be deemed to be created at the time and place where you receive our order confirmation by email. We reserve the right to reject your order for any reason.
9. Payments for goods purchased must be made in accordance with our Standard Terms of Credit. Title to the goods purchased on this site does not pass until payment in full has been received by ACCO.



ACCO Web Online Services – Trade Purchase of Goods – Terms and Conditions

10. Our aim is to hold stock or have immediate access to the goods available for sale on-line. However the availability of goods may change from time to time as unforeseen supply problems or unexpected demand may occasionally result in stock being unavailable. ACCO is not liable for any loss or damage whatsoever arising from failure to deliver or delay in delivery of any goods.
11. All goods purchased from ACCO's web site are delivered by a freight carrier. The risk of loss for the goods pass to you upon our delivery to the address nominated by you. We do not ship to addresses outside Australia.
12. Delivery will occur in accordance with clause 6.4 of the attached schedule, ACCO's Standard Terms of Sale.

13. **Warranty and Liability**

- 13.1 These Terms & Conditions and the laws of New South Wales, Australia, apply to all transactions for the purchase of goods through this web site. No conditions or warranties apply or are given unless expressly set out in these Terms and Conditions. ACCO does not exclude any rights and remedies available to you in terms of the Trade Practices Act (Commonwealth) or any similar State or Territory legislation in relation to the provision by us of any goods or services via the web site which cannot be excluded, restricted or modified. Otherwise we exclude all conditions and warranties which may be implied by law.
- 13.2 To the extent permitted by law, our liability for breach of any implied warranty or condition which cannot be excluded is restricted, at our option, to:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of having the goods replaced; or
 - (iv) the payment of the cost of having the goods repaired.

Damaged goods must be advised by phone, fax or email within two days of receipt otherwise the claim will not be investigated or accepted. Please refer to clause 8 of ACCO's Standard Terms of Sale regarding return of damaged goods.

- 13.3 You agree that in no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages or loss of profits of whatever nature howsoever arising, including from any goods purchased through this web site.



**ACCO Web Online Services – Trade
Purchase of Goods – Terms and Conditions**

- 13.4 You agree to indemnify and will keep ACCO indemnified against any claim, demand, loss, cost or liability made against or suffered by ACCO in connection with your use of this site, your breach of these Terms and Conditions or your breach of any rights of third parties.
14. In addition to these Terms and Conditions for the purchase of goods, ACCO's Standard Terms of Sale, attached herewith (*Appendix 1*), govern the purchase of goods and the use of this website. If any conflict should arise between these Terms and Conditions and ACCO's Standard Terms of Sale, then the provisions of ACCO's Standard Terms of Sale shall prevail.
15. You grant us an irrevocable, non-exclusive licence to use any material, information and ideas that you transmit to this site or otherwise provide to us. You agree that we can use and adapt any ideas, concepts, techniques, works, images or other content contained in these transmissions for any purpose and without restriction or compensation.

Customer Agreement

We agree to the above Terms and Conditions.

Company Name: _____

A.B.N. _____

Telephone number: _____

Authorised company officer

Name: _____

Signature: _____

Date: _____

Email: _____



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Appendix 1

THESE TERMS GOVERN ALL DEALINGS BETWEEN US AND YOU. NO OTHER TERMS GOVERN OUR RELATIONSHIP EXCEPT THOSE TERMS AS VARIED AND AGREED BY US IN WRITING.

1. DEFINITIONS

'additional charges' means and includes delivery expenses, charges for services, storage, termination, cancellation and/or repossession, taxes of whatsoever nature payable in relation to the supply of goods generally (excluding income taxes) and any ancillary charges of any nature whatsoever payable by you under this contract.

'Goods' means the goods we supply you from time to time.

'Authorisation' means a Goods Return Authorisation Number ('GRN') which is supplied by us in the case of Goods being returned to us for credit.

2. PRICES AND PRICE VARIATION

2.1 The prices quoted in our price lists and advertising literature from time to time are for guidance only. Unless otherwise agreed in writing, the price of the Goods will be as stated in our price list current on the date of delivery of the Goods. Prices quoted do not include any additional charges which will be added to the price of the Goods, where applicable.

2.2 Where an order for Goods is less than \$350 (excluding additional charges) we will charge you a handling fee of \$25 per order.

3. TERMS

3.1 Terms of payment are strictly thirty (30) days calculated from the end of the month in which the Goods were delivered.

3.2 All credit which we afford you is entirely at our discretion. We have the right to withdraw any credit facility with immediate effect at any time by notice in writing to you due to any non-adherence by you of these Standard Terms of Sale

3.3 Your entitlement to any rebate, discount or incentive offered by us from time to time is conditional upon you not being in breach of any obligation in relation to any uncompleted transaction to which you and we may be a party at the time the benefit is to be received by you.

4. GST

4.1 All Goods sold are subject to GST which will be added to the price of the Goods and any additional charges.

5. ORDERS

5.1 We reserve the right to accept any order in whole or in part or decline any order. All orders must be for at least standard pack quantities or minimum quantities as shown in our price list from time to time.

5.2 We reserve the right to accept any order subject to product specifications being altered by us.



ACCO Web Online Services – Trade Purchase of Goods – Terms and Conditions

6. DELIVERY

- 6.1 Subject to clause 6.2, we will deliver the Goods to you FIS by such carrier and in such form of transportation as we consider appropriate to the address stated in your order or as agreed by us in writing. Risk in and to the Goods passes to you on delivery to your nominated address.
- 6.2 Where you specify the carrier and the means of carriage, risk in and to the Goods will pass to you immediately when such Goods are collected by your carrier. The cost of such carrier to be for your account.
- 6.3 We will not be responsible for any consequences arising from any part delivery or delay in delivery of the Goods whether as a result of events occurring beyond our control or otherwise.
- 6.4 All orders will be satisfied by us in the ordinary course of our business. Where a delivery date is specified in an order, we will try to effect delivery by the date specified. Delivery times may be affected by stock availability. We will not be responsible for any such delays occurring. You will be deemed to accept delivery of an order when made even if a different delivery date is specified in your order.
- 6.5 Delivery will nevertheless be deemed to be effected in accordance with these Standard Terms of Sale in relation to fulfilment of a part order.

7. DAMAGE AND SHORT DELIVERY

- 7.1 We accept no liability for short delivery or damage to Goods unless you notify us in writing within five (5) days after delivery of the Goods to you and a satisfactory inspection of the Goods is carried out by us subsequently.
- 7.2 Our liability for non-delivery, short delivery or damaged Goods (other than through damage caused by you) is limited to the replacement of the Goods in question within a reasonable time.

8. RETURN OF DAMAGED GOODS

- 8.1 We will not accept return of the Goods for credit or any other purpose unless we agree by means of a GRN to accept return of the Goods within five (5) days of delivery to you or as otherwise agreed to by us in writing
- 8.2 No Goods returned will be accepted by us (even if we have previously agreed to do so) where the Goods have been tampered with or if they are Goods expressly sold on a non-return basis, or if they are not accompanied by a GRN. We will make a final determination once the Goods have been returned and inspected by us.
- 8.3 If we do not subsequently accept return of the Goods, you agree to pay to us upon presentation of our invoice, our reasonable charges relating to the return of the Goods plus GST

9. PASSING OF RISK

- 9.1 Goods will be at your risk:
- (a) where Goods are delivered FIS, from the time of delivery to your nominated address; and
 - (b) where Goods are collected by you or your carrier from us, from the time of such collection by you or your carrier.
- 9.2 You must, at your own expense, insure the Goods against all loss or damage (howsoever caused) from the time at which risk passes to you until such time as property in the Goods passes to you. The benefit of any

insurance claim in respect of damage or destruction to the Goods is hereby assigned to us until the Goods are paid for in full. You hereby indemnify us against any loss or damage to the Goods howsoever arising until the Goods are paid for in full by you

10. TITLE

- 10.1 Property in any Goods delivered to you remains with us and will not pass to you unless and until you have paid for the Goods in full.
- 10.2 Upon receipt of Goods from us, you will keep and store these Goods as bailee for and on our behalf separately from Goods supplied by third parties or Goods for which you have made payment to us in such manner that clearly identifies our Goods.
- 10.3 You acknowledge that if you sell Goods for which you have not made payment, you do so as our agent and the proceeds of sale are held by you on trust for us and you will hold them in a separate account pending your accounting to us.
- 10.4 You will disclose and account to us, upon request by us, all relevant information regarding the Goods for which you have not made payment, including details as to their location and delivery to third parties, and the proceeds of sale received by you upon the sale of those Goods.
- 10.5 If you do not pay us the total purchase price on the due date for payment, or you being a natural person, commits an act of bankruptcy and/or becomes insolvent, bankrupt, calls a meeting of your creditors or enters into an arrangement with creditors under Part X of the Bankruptcy Act 1966 (C'th), or you, being a company, becomes insolvent and or calls a meeting of your creditors, or goes into receivership, official management or liquidation (except for the purposes of voluntary re-organisation) or if we have reasonable grounds for suspecting that any of these things may occur, then without prejudice to any other remedy, we will be entitled to retake possession of the Goods or any part thereof without notice or demand to you.
- 10.6 You specifically authorise us, our servants and agents, to enter into any premises owned, leased or otherwise occupied by you or a third party for the purposes of taking possession of our Goods for which you have not made payment to us and authorise us to use all reasonable force to obtain such possession.
- 10.7 You acknowledge that the Goods supplied by us are specifically identified by individual barcodes applied to each item of the Goods. You further acknowledge that the Goods with a barcode identifying us as the distributor of those Goods have been supplied by us and remain our property until you pay us for the Goods so identified.
- 10.8 You must inform us immediately of any levy of execution or attempt to do so by any third party against the Goods.
- 10.9 You must notify any financier or third party in favour of whom you grant a charge over the assets of your business that all of our Goods which have not been paid for by you do not constitute your property. Such financier or third party will be deemed to be subject to our retention of title until our Goods are paid for in full.
- 10.10 If at any time you have Goods in your possession delivered by us and you owe us money for any Goods which we have sold you, the Goods in your possession will be deemed to be unpaid for unless the contrary is shown by you.
- 10.11 If you owe us money for Goods sold to you and you are in possession of Goods supplied by us and it is not possible to identify which Goods we have sold you are paid for and which are not, it will be presumed (unless the contrary is shown) that the Goods in your possession to the invoiced value of your indebtedness to us, have not been paid for.



ACCO Web Online Services – Trade Purchase of Goods – Terms and Conditions

- 10.12 You must do all things necessary as requested by us and take such action as we may direct in order to more fully preserve our rights and protect our interest in and to our Goods until paid for in full.
11. **WARRANTIES AND LIMITATIONS**
- 11.1 We warrant that the Goods are of merchantable quality, free from defects in material and workmanship and conform to the manufacturer's applicable product descriptions and specifications effective as at the date of delivery of the Goods and for a period of ninety (90) days thereafter.
- 11.2 If the Goods are not of merchantable quality or do not conform to the specifications referred to, we will at our option either replace the Goods, obtain equivalent Goods for you, repair the Goods or pay or credit you with the cost of replacing or repairing the Goods subject to the following:
- (a) that you notify us in writing of the defect, the invoice number of the defective Goods and proof of the defect within seven (7) days of receipt thereof; and
 - (b) that the defect in the Goods is not the result of any default, negligence or tampering with the Goods on your part or by any third party.
- 11.3 We accept no further liability to you with respect to defective Goods except to the extent that any additional liability attaches to us by virtue of any binding Australian state, territory or federal legislation relating to the sale of Goods in Australia.
- 11.4 Any liability by us to third parties by contract or otherwise in the event of you reselling the Goods is expressly negated.
- 11.5 You must advise third parties prior to or upon sale of the Goods to such third parties that we make or give no warranty or representation concerning or in relation to the Goods of any nature whatsoever to such third parties.
12. **GENERAL**
- 12.1 Any delay or forbearance on our part in protecting our rights does not in any way constitute a waiver of such rights.
- 12.2 Your non-adherence of any of the terms set out above does not in any way constitute an acceptance on our part or a waiver of our rights.
- 12.3 These Standard Terms of Sale will be interpreted according to the laws of New South Wales and the courts having such jurisdiction in New South Wales.
- 12.4 You will be liable for all of our costs of whatsoever nature (on a full indemnity basis) in the event of your non-payment of the Goods in accordance with these Standard Terms of Sale.
- 12.5 If any provision of this Agreement shall at any time become void, voidable or unenforceable, the remaining provisions of this Agreement shall nevertheless continue to be in full force and effect.
- 12.6 You agree to notify us forthwith of any change in your company or business structure including any change in directors, shareholders, partners, senior management and the like.