

# BRITEX TERMS OF SALE

## 1. Interpretation

- a. 'BRITEX' means Britex Metal Products Co. Pty Ltd (A.C.N. 004 309 737) of Britex Place, Mirra Court, Bundoora Victoria 3083.
- b. 'Purchaser' means a person or a company placing the order with BRITEX.

## 2. Terms of sale

- a. Acceptance of BRITEX goods implies complete acceptance of these terms and conditions without exception. These conditions shall prevail over all conditions of any Purchaser's order.
- b. All goods sold by BRITEX remain the sole property of BRITEX until the account is paid in full. The Purchaser accepts that BRITEX can withhold further deliveries until previous supplied goods are paid for. It is further agreed by the Purchaser that BRITEX or its representative can legally enter any premises where their goods may be stored or in use and retake possession should the Purchasers account not be in keeping with any of the terms of this contract.
- c. Notwithstanding the above clause, it is further agreed that BRITEX can and will be able to commence full legal redress for any damage, inconvenience, or loss in any way resulting in non payment of goods supplied.

## 3. Payments

- a. The standard terms offered by BRITEX, unless specifically agreed to in writing by BRITEX prior the order being made are:-
- i. An official account application form must be fully and accurately completed by the Purchaser prior to supply.
- ii. Only long term established and formally accepted account Purchasers will be granted credit for a period of not more than 30 days from date of supply.
- iii. Other Purchasers must provide to BRITEX: -
1. 35% deposit must be provided with order.
  2. 60% progress payment.
  3. 5% provided prior to delivery.
- iv. All accounts outstanding beyond the date of actual supply will be subject to an interest charge of 1.25% per month, commencing from the date of actual manufacture or supply.
- v. Retention will not be accepted by BRITEX under any circumstances.
- vi. All accounts unless confirmed by writing will be strictly 30 days nett EOM. A late payment charge of \$100 will be placed on the account.
- vii. Accounts not settled within 45 days will be placed on hold and an administration fee of \$200 incorporating the late fee above will also be added.
- viii. We will not accept any credit claims being deducted from future or unrelated invoices. Should a credit request be raised after a past invoice has been paid we request you work with us directly to resolve this. A \$200 administration fee will be added to any invoice that is subject to unrelated credit claim deductions and the account will be placed on immediate hold until all monies including the admin fee are paid.

## 4. Warranty

- a. BRITEX undertakes to correct and make good any goods so manufactured under our guidelines.
- b. BRITEX's goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Purchaser is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Purchaser is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- c. This statutory guarantee only extends to goods that cost less than \$40,000 or goods that are for domestic, household or personal use.
- d. BRITEX's standard warranty is 90 days on all labour and 12 months on parts. From Aug 2021 Britex are also offering a 10 year warranty on our stainless steel provided evidence of a cleaning and maintenance schedule as recommended by BRITEX has been effectively maintained.
- e. The warranty does not extend to goods that are misused, installed incorrectly, damaged in any way by a third party beyond the control of BRITEX, or where goods have not been main-tained in accordance with the information set out in the BRITEX document 'Cleaning & Maintaining Stainless Steel'. If a good has been returned to BRITEX for repair and it is determined by BRITEX that BRITEX is not the cause of the fault, then BRITEX will charge the Purchaser for the repair.

- f. Should the Purchaser need to make a claim under the warranty then it must first contact BRITEX notifying BRITEX that it seeks to make a claim. The contact details for BRITEX are:

Address: Britex Place,  
2 Mirra Court, Victoria 3083  
Telephone: 1300 764 744

- g. All goods are to be returned to BRITEX's works at the Purchaser's expense to enable such warranty to be undertaken.
- h. Where a special part to an item is supplied by a third party, BRITEX will have the item repaired by the supplier of the item. Third party warranties apply.
- i. Warranty work will only be carried out during normal working hours. Should this not be possible or practical, extra charges for labour will apply.

## 5. Liability

- a. The Purchaser acknowledges that BRITEX is not making any and has not made any warranty or representation as to the suitability of the BRITEX goods for any particular purpose. To the extent permitted by law, the Purchaser agrees to any liability of BRITEX arising out or in connection with any breach of any express or implied warranty or condition, in respect of the goods or services supplied, it will be limited to:-
- i. If the condition relates to goods, the replacement of the goods or the supply of the equivalent goods; and
- ii. If the condition relates to services, the supplying of the services again or the payment of the costs of having the services supplied again.
- b. To the extent permitted by law, the Purchaser releases and discharges BRITEX from all forms of direct, special, indirect or consequential loss or damage, including loss of profit or loss of damage that may reasonably have been supposed to be upon the place of the parties, arising out or in connection with the supply of products sold by BRITEX.
- c. Any despatch or delivery dates quoted by BRITEX are estimated. Whilst BRITEX will use all reasonable efforts to meet such dates it will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform hereunder due to causes beyond the reasonable control of BRITEX. Such causes may include but not be limited to failure of the Purchaser to provide confirmation of the details required to commence the process of manufacturing or procuring items pertaining to the order, manufacturing machinery breakdowns, labour disputes, employee absenteeism, inability to obtain product components, parts or necessary power, labour materials or supplies.

## 6. GST

- a. Unless otherwise stated in the order or in writing by BRITEX, all prices stated by BRITEX are net and exclusive of Goods and Services Tax ('GST').
- b. The Purchaser shall be liable for all GST payable on taxable supplies.

## 7. Storage

BRITEX reserves the right to charge for storage where goods manufactured have been delayed or placed on hold due to circumstances beyond BRITEX's control.

## 8. Cancellation & Returns

- a. Orders cannot be cancelled either in full or part without prior written consent from BRITEX
- b. Orders for fully custom fabricated or customised standard products cannot be cancelled after fabrication has commenced and are not returnable after being supplied.
- c. Orders for third party supplied products can not be cancelled after the Purchaser has supplied BRITEX with a purchase order or given an instruction to proceed.
- d. Goods that have been installed or used after being supplied to the Purchaser, regardless of physical appearance can not be returned
- e. Credits or requests for reimbursement with a return value of less than \$150 will not be granted unless products are proven to be defective
- f. Where products ordered are of a Standard nature, BRITEX may allow returns for credit or reimbursement subject to the following Terms and Conditions:
- i. The definition of 'Standard' product is at the absolute discretion of BRITEX
- ii. Only the original Purchaser may request to return goods and an original Purchase Order must be supplied as proof of purchase
- iii. A request to return products must be made in writing within 14 days of BRITEX despatch date
- iv. No products shall be returned without a Return of Goods Authorisation (RGA) from BRITEX.
- v. Returns must clearly reference the RGA number on the shipment and be returned to BRITEX at the cost of the Purchaser or the shipment will not be accepted.
- vi. Goods are to be returned to BRITEX within 14 days of the RGA being provided to the Purchaser
- vii. Where BRITEX agrees to accept return of standard products, a 50% restocking charge will apply, however BRITEX reserves the right to adjust the restocking charge at its own discretion
- viii. Reimbursement or Credits will only be granted when goods are returned in original or same packaging, have been inspected by BRITEX and determined by BRITEX to be in the same condition as originally supplied to the Purchaser.
- g. The suitability of BRITEX products for project applications is at the discretion of the Purchaser only. Advice or representations made by or on behalf of BRITEX shall not be considered to have been given as expert assistance nor assumed liability in any instance.
- h. If you have been issued with Britex Shop Drawings, you have provided Britex a Purchase Order relevant to products drawn. If the associated Purchase Order is cancelled with Britex, charges WILL be incurred and invoiced for the amount (sum) of hours taken to w complete the issued Britex Shop Drawings. N.B Shop Drawings are charged at a rate of \$120.00 / hour



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**PERTH**  
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