

1. APPLICATION

These conditions apply to all Goods supplied by the Oz Filter Warehouse specified in the invoice as the Supplier to the entity specified in the invoice as the Purchaser.

2. VARIATION

Where the supply purports to be made on or subject to terms and conditions other than these conditions, these need to be agreed in writing by the Supplier prior to purchase.

3. TERMS OF PAYMENT

3.1 Terms of payment are cash with order, unless credit or the use of credit card has been approved in writing by the Supplier. If credit is satisfactorily established, invoices will be paid on or before the last business day in the month following the month of invoice (without reduction or set-off of any kind) unless otherwise agreed to by the Supplier in writing.

3.2 Where the Purchaser does not pay any amount owing to the Supplier by the invoice due date, interest will accrue on a compound monthly basis on any outstanding balance from the due date until paid in full at the rate of interest charged by the Supplier's bank on unsecured overdraft facilities.

4. GUARANTEE

4.1 The Supplier guarantees all Goods for 12 months for manufacturing faults, unless otherwise specified by the Supplier. The Supplier will replace free of charge any failed component (other than consumables) within 2 years of purchase so long as they have been correctly installed and maintained in line with the original manufacturer's instructions.

4.2 The Supplier may make any changes or improvements to the specification of the Goods at any time without giving prior written notice to the Purchaser unless otherwise agreed in writing.

5. DELIVERY AND RISK

5.1 The Supplier does not guarantee delivery on a specific date and is not liable for any loss resulting from delays in delivery.

5.2 The Goods shall be supplied to the Purchaser and the Purchaser shall receive the Goods as soon as practicable after an order has been received by the Supplier and the Goods are available.

5.3 Risk in the Goods passes to the Purchaser at the time of delivery. Delivery to the Purchaser is deemed to occur at the time of delivery to the Purchaser, its agent or carrier.

5.4 If the Purchaser requires Goods to be delivered to an address to which Australia Post does not deliver, Goods will be delivered to the nearest Post Office for collection.

6. INSTALLATION & MAINTENANCE

The Purchaser shall be responsible for installation and maintenance of all Goods supplied, unless otherwise agreed in writing with the Supplier.

7. PASSING OF PROPERTY

7.1 The Purchaser agrees that legal title and property in the Goods is retained by the Supplier until payment is received in cleared funds from the Purchaser of all sums owing to the Supplier.

7.2 The Purchaser must not sell the Goods except in the ordinary course of the Purchaser's business.

8. FORCE MAJEURE

8.1 Neither party is liable for any Loss incurred by the other party as a result of any delay or failure to observe any of these conditions (other than an obligation to pay money) as a result of any circumstance beyond the party's control, including but not limited to any strike, lock-out, labour dispute, act of God, fire, flood, accidental or malicious damage or breakdown in machinery. The party affected must notify the other party as soon as possible of such circumstance.

9. SUPPLIER'S LIABILITY

9.1 Nothing in these conditions is to be interpreted as having the effect of excluding, restricting or modifying any statutory guarantee, condition or warranty, or right or liability implied by any applicable legislation.

9.2 To the extent that the Supplier breaches any statutory guarantee, condition or warranty implied by applicable legislation, the Supplier's liability is limited to, at the Supplier's discretion, replacement of the Goods or supply of equivalent Goods.

9.3 Subject to 9.2 above, the Supplier is not liable to the Purchaser (or to any third party claiming through the Purchaser) for any Loss caused by any act or omission of the Supplier, its employees or agent, and whether based on negligence, tort, contract or otherwise. Under no circumstances shall the Supplier be liable for indirect or consequential losses.

10. RETURNS

10.1 Returns may be accepted. Refer to the full [Returns Policy](#) under TERMS & COND on the [ozfilterwarehouse.com.au](http://ozfilterwarehouse.com.au) website.

11. DISPUTES

11.1 Any dispute arising in connection with the supply of Goods which cannot be settled by negotiation between the parties or their representatives will be submitted to arbitration in accordance with the Rules for the Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators Australia

11.2 These terms and conditions in relation to supply of Goods will be governed by and construed according to the law of the State of Queensland, Australia.

The following words have the following meanings in these conditions:

- a) "Goods" means all Goods and/or services ordered;
- b) "GST" has the same meaning as in the GST Law;
- c) "Loss" means any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property;
- d) "Supplier", "Purchaser" means the person (including its successors, personal representatives and permitted assigns) who acquires the Goods from the Supplier.