

General Terms and Conditions

1. **SELLER** means MHA Products ABN 38 368 064 476 and **BUYER** means the Buyer whose order for the purchase of goods is accepted by Seller.
2. **ACCEPTANCE OF BUYER'S ORDER:** These terms and conditions shall apply to every sales contract and sale of goods between Seller and Buyer; any terms and conditions of Buyer's order deviating from or inconsistent with these Terms are expressly rejected by Seller. This rejection also extends to any statements by Buyer that Buyer's terms and conditions shall prevail and to any stipulation by Buyer as to the manner of declaring such rejection. A contract shall only be or be deemed to have been entered into between Seller and Buyer for the supply of goods when, upon an order having been placed upon Seller for goods, that order has been accepted by Seller. (Such acceptance of order may be made and communicated by Seller in writing or by overt act of acceptance.) The provisions of this clause 2 shall apply to every quotation or offer by Seller for the supply of goods.
3. **PRICES:** All prices are listed in our quotations and product catalogue exclude 10% GST. Prices listed and/or quoted are subject to change or alteration without notice. Quotations are to be treated as estimates only and subject to withdrawal, correction or alteration at any time before acceptance of Buyer's order by Seller.
4. **INSURANCE:** Buyer is responsible to effect whatever insurance cover he requires at his expense.
5. **PRODUCTS:** Products pictured in our product catalogue or on our quotations are to be used as a guide only. Products may be substituted for as close as possible equivalent if they become unavailable.
6. **FREIGHT PRICES:** Freight prices are calculated according to order cubic size from our website. Some extra freight charges will apply for large or bulky items and deliveries to regional and other areas. We will confirm of any extra freight charges upon receipt of your order.
7. **PAYMENTS:** Payments can be made via credit card or direct deposit. If the Seller shall extend credit to Buyer, payment for all goods sold will be within thirty (30) days from the last day of the month in which each delivery was made. Interest shall be payable by Buyer on all amounts overdue to Seller at the rate of two (2) per centum per month. Buyer is liable for all expenses incurred by Seller in recovering the debt.
8. **CANCELLATION:** Orders accepted by the Seller cannot be countermanded or delivery deferred or goods returned except with the written consent of Seller and upon terms that reimburse and indemnify Seller against all loss including cartage, bank charges and other incidental expenses on any part of the order that is cancelled. Where Seller agrees to accept goods for return a re-stocking charge of 20% may apply of the price of the goods returned.
9. **ACCEPTANCE OF CLAIMS:** Acceptance of the goods delivered shall be deemed for all purposes to have taken place at the expiration of seven (7) days from the date of each delivery.
10. **DELIVERY AND RISK:** Unless the Buyer has requested Seller to make special delivery arrangements the risk in respect of the goods shall pass to the Buyer upon delivery to the Buyer's premises or the nominated carrier's depot. The Buyer shall provide or cause to be provided full and clear access for delivery and will at its own expense provide all necessary assistance in unloading the goods at the nominated place of delivery. Seller will not in any circumstances accept liability for damage, shortage or loss during transit. If delivery of the goods by Seller is delayed for a cause other than its own negligence the Buyer shall be liable for extra charges, losses or expenses incurred by Seller and the Buyer shall not be entitled to cancel the order by reason thereof.
11. **SPECIAL ORDERS:** Buyer will place order in writing to Seller for non-standard and customised items. Seller will not accept return of these items unless the manufacturer agrees to accept return from Seller. Seller may deduct transport handling and restocking charges of 20% of the price of the goods from the credit due to Buyer.
12. **RISK AND PROPERTY:** The risk in the goods or services sold shall pass to Buyer at the point of delivery. This shall also apply to any partial delivery of goods. If delivery of goods is delayed due to any circumstances beyond the control of Seller the risk passes to Buyer on the day regarded as date of delivery. The Seller accepts no responsibility for the misuse or improper use of goods or products supplied. The Buyer accepts the full responsibility for any damage or injury either to property or persons caused by the products or services supplied by the Seller.
13. **PERSONAL PROPERTIES SECURITIES ACT 2009 (PPSA):** The Buyer hereby acknowledges that these Terms and Conditions of Trade constitute a security agreement which creates a security interest in favour of the Seller in all Goods previously supplied by the Seller to the Buyer (if any) and all after acquired Goods supplied by the Seller to the Buyer (or for the Buyer's account) to secure the payment from time to time and at a time, including future advances. The Buyer agrees to grant a "Purchase Money Security Interest" to the Seller. The Buyer acknowledges and agrees that by assenting to these terms the Buyer grants a security interest (by virtue of the retention of title clause in these Terms and Conditions of Trade) to the Seller and all Goods previously supplied by the Seller to the Buyer (or for the Buyer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Buyer's purchase order. The Buyer undertakes to:
 - (i) sign any further documents and/or provide any further information (which information the Buyer warrants to be complete, accurate and up -to-date in all respects) which the Seller may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");
 - (ii) not register a financing change statement of the PPSA or make a demand to alter the financing statement pursuant to the PPSA in respect of the Goods without the prior written consent of the Seller.
 - (iii) give the Seller not less than 14 days written notice of any proposed change in the Buyer's name and/or any other changes in the Buyer's details (including by not limited to changes in the Buyer's address, facsimile number, email address, trading name or business practice);
 - (iv) pay all costs incurred by the Seller in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms and Conditions of Trade including executing subordination agreements;
 - (v) be responsible for the full costs incurred by the Seller (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA; and the Buyer waives any rights it may have under sections 115 of the PPSA upon enforcement. Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Seller, the Buyer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest. The Buyer agrees that immediately on request by the Seller the Buyer will procure from any persons considered by the Seller to be relevant to its security position such agreement and waivers as the Seller may at any time require.
14. **DELIVERY TIME:** Seller may deliver the goods by instalments or partial shipments and Buyer will accept each delivery. Requirements of Buyers shall not be a condition or of the essence of the sale. Seller shall be under no liability for direct or consequential loss or damage to Buyer arising from delay or postponement in delivery.
15. **WARRANTY:** Goods sold shall only have the benefit of a manufacturer's warranty if the purchaser has complied with the manufacturer's instructions in relation to maintenance and operation of the goods sold. Sellers liability in respect of a breach of a consumer guarantee for any goods not of a kind ordinarily acquired for personal, domestic or household use is limited to, to the extent permissible by law and at the Seller's option in relation to the goods.
 - (i) The replacement of the goods or the supply of an equivalent;
 - (ii) The repair of the goods;
 - (iii) The payment of the cost of replacing the goods or acquiring equivalent goods, or the payment for the cost of having the goods repaired. The exemption, limitations, terms and conditions in these Terms apply whether or not the loss or damage is caused by negligence or actions constituting fundamental breach of contract. The Seller is not otherwise liable for any direct, indirect or consequential loss or damage howsoever arising or occurring, whether founded in tort, contract, statute or otherwise. Goods returned by Buyer to Seller for repair will be free of all charges to Seller and at Buyer's risk.
16. **NO IMPLIED SERVICE:** The Buyer acknowledges that excepting as provided by law this agreement does not entitle the Buyer to demand to receive from us any site inspection or service of the goods supplied, delivered and installed if applicable. If the Buyer does require our services in respect of site inspection and service of the goods, the subject of this agreement, then the Buyer should arrange with us to enter a separate agreement in respect of same. In the event that no separate agreement in relation to site inspection and service is required by the Buyer, then the Buyer acknowledges that in the event of the goods supplied required to be serviced or inspected due to breakdown or otherwise, then the Buyer shall rely solely on any benefit in respect of same provided by the manufacturer.
17. **COUNCIL APPROVAL:** Our products make no allowances for building or development application or Fees to Council or relevant approvals for use required by Council or Government Codes. Responsibility is solely on the Buyer for such approvals for goods and their installation or use.
18. **CLERICAL ERRORS:** Clerical errors in computations, typing or otherwise in our product catalogue or quotation shall be subject to correction. Errors and omissions excepted.
19. **MODIFICATIONS:** All modifications and amendments to these Terms and Conditions shall be in writing and if otherwise shall not be binding upon Seller.
20. If any of the provisions of the Contract are unlawful or invalid by reason of any applicable statute or rule of Law, then such provision shall be severed from the rest of this Contract which shall remain valid and binding on the parties.