



Eltham Panthers Netball Club
TERMS AND CONDITIONS OF SALE

DEFINITIONS

'the Club' means Eltham Panthers Junior Netball Club – ABN 89 407 735 044

'Goods' mean goods supplied by club to the Purchaser (and where the context so permits shall include any supply of services).

'Purchaser' or 'Customer' refers to the purchaser of Goods and / services of the Club.

'Terms' mean these Terms and Conditions as amended and restated from time to time.

GENERAL

These Terms apply to the sale of Goods supplied by the Club.

Any instructions received by the Club from the Purchaser for the supply of Goods and/or the Purchaser's acceptance of Goods supplied by the Club shall constitute acceptance of these Terms.

These Terms can only be rescinded in accordance with the provisions, or with the written consent of the Club.

Any order placed by Purchaser with the Club constitutes a representation by the Purchaser that the Purchaser is solvent and able to pay all of its debts as and when they fall due.

ACCEPTANCE

Any quotation by the Club shall not be construed as an offer or obligation to sell, and the Club reserves the right to accept or reject any orders received.

PRICES

All prices charged shall be per the Club's price list current at the date of dispatch. Verbal quotations are subject to written confirmation which will be given when requested.

The Club reserves the right at any time to make reasonable adjustments to prices due to any increase of cost of labour, material, goods, or transport and also in relation to any changes in currency exchange rates or duties which affect the Club's costs for imported Goods.

All prices quoted are exclusive of freight and/or delivery charges, and any such charges (including any GST on the charges) shall be payable by the Purchaser in addition to the purchase price noted on the tax invoice.

Unless otherwise stated, all prices charged and quoted are inclusive of GST.

CANCELLATION OR VARIATION

A Purchaser may only vary an order on terms acceptable to the Club (acting reasonably).

PACKING

Unless otherwise indicated, prices indicate standard cases or packing.

DELIVERY

Unless otherwise stated in writing, the price quoted for any goods are excluding delivery costs. Typically hand-over of goods will be arranged via the Eltham Panthers Uniform co-ordinator. If any delivery costs are to be incurred, the Club will liaise with the Purchaser in advance and provide a quote for the Purchaser to pay.

TERMS OF PAYMENT

Unless other arrangements are made, all Goods shall be paid for in full by the Purchaser at the time of order or delivery of the Goods.

The Club reserves the right to deliver and invoice any item or items comprising the whole or part of any order. Failure by the Club to deliver any part of an order shall not entitle the Purchaser to refuse the Goods or to delay payment.

CLAIMS

All Goods returned must be in a good order and condition.

If Purchaser wishes to return any Goods, any delivery charges must be borne by the purchaser.

LIMITATION OF LIABILITY

Customer acknowledges that the Club is not the manufacturer of the Goods. To the fullest extent permitted under the Competition and Consumer Act 2010 (Cwlth) (the "Act"), the Customer may only rely on any warranty provided by the manufacturer of the Goods.

Nothing in these Terms shall be read or applied so as to purport to exclude, restrict or modify the provisions of the Act.

All express or implied warranties and condition in relation to the Goods are, to the fullest extent permitted by the Act, excluded, and the Club provides no warranty that the Goods are fit for the purpose which the Purchaser intends to use them for.

Purchaser acknowledges that neither the Club nor any officer, employee or agent of the Club has made any representation or given any promise or undertaking which is not expressly set out in these Terms as to the fitness of the Goods for any particular purpose.

The Purchaser acknowledges and agrees that the Purchaser has made its own investigations as to the quality and suitability of the Goods for the intended purpose and has not relied on any representation made by the Club or any officer, employee or agent of The Club in purchasing the Goods.

Except as required by the Act, the Club has no liability to Purchaser in relation to any loss howsoever arising from the supply and use of the Goods, and Purchaser agrees to indemnify and hold harmless the Club against any loss associated with claims in relation to the Goods howsoever arising.

TITLE TO GOODS

Title to the Goods remains with the Club until the full payment has been received by the Club from Purchaser. In the case of payment by cheque, title shall not pass to Purchaser until the same is honored.

INTELLECTUAL PROPERTY

The Club warrants, to the best of the Club's knowledge after making reasonable enquiries, that the sale of any Goods will not infringe any intellectual property rights of any party, and the Club shall bear no liability to Purchaser in respect of any claims arising from the Goods in this regard.

PERFORMANCE

Any figures or estimates in relation to the performance of any Goods are based on the estimates provided to the Club by the manufacturer of the Goods, and Customer is not entitled to rely on any representations from the Club, its officers, agents or employees in relation to the performance specifications of any goods, and confirms that it has relied on its own investigations when purchasing the Goods.