

Upon placing an order, whether verbally, by email, website or in written/ text form, making payment in advance or signing for receipt and/ or delivery of goods, constitutes acceptance of the following Conditions of Sale.

Definitions

The title Hexagon Fasteners is the trading name under The Overton Group Pty Ltd, ABN 58 133 392 435.

Pricing & GST

Pricing is subject to change without notice. Please confirm pricing at time of ordering.

All pricing is subject to GST at the current rate of 10%. Website prices include GST.

Non-supply

Hexagon Fasteners reserves the right to not supply a particular product item or order after customer acceptance of quote and/ or payment, due to stock availability from any of our suppliers, delivery lead time or customer delivery location. The purchaser agrees to indemnify Hexagon Fasteners against any such loss incurred by the purchaser as a result including, legal costs, court fees or legal fees.

Payments

All orders must be paid in full at time of ordering (with exception to trading accounts) An invoice will be emailed for payment.. An account statement will be emailed at the end of each month outlining purchases and due date. Payments can be made by EFT (electronic funds transfer) to our bank account. All trading accounts are required to be paid in full by the due date.

Accounts not paid on time will immediately be placed on 'Stop Supply'. If account is not paid in full within 48 hours, 'Stop Supply' will be in force until the account debt is paid in full and once paid, the account will also revert to a Cash Account for a period of 12 months. If debt is not paid within 14 days of due date, **No Further Trade will occur**. A debt collection agency may be engaged to collect debt unless full payment is received within 30 days of the overdue date.

Shipping Policy

Freight method used and Freight charges applied will be by Hexagon Fasteners discretion. Delivery lead-times quoted are approximates only due to factors sometimes being outside our control eg; for inbound/ outbound deliveries, traffic, accidents, breakdowns, weather etc.

Brand Variation

Hexagon Fasteners reserves the right to vary brands in order to complete the order or when providing a quotation unless otherwise specified by the customer and prior to the customer ordering/ or requesting a quotation.

Return/ Refund Policy

Contact Hexagon Fasteners first if unsure or have concerns at what goods you are purchasing. This can be achieved through communication via email, phone, images on the website, requesting physical samples or requests for technical information.

Goods will only be accepted for return and refund if goods are deemed to be faulty

Hexagon Fasteners must be notified within 7 days to communicate return. Return shipping will be at the customers expense unless the goods were supplied incorrectly. Before return, purchaser must present original invoice and receive Return No: from Hexagon Fasteners. Returns must be returned within 14 days of original invoice date.

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Return of goods does not constitute refund until goods and packaging assessed and inspected. Returns/ Refunds will not occur if the purchaser simply changes their mind, goods were delivered outside of agreed delivery time due to circumstances beyond Hexagon Fasteners control, goods or packaging have been damaged and not able to be easily displayed/ resold, goods have been specifically procured, goods have been altered, cut, painted, plated, modified or manufactured as requested by the purchaser.

Title/ Ownership

Title or Ownership of the goods supplied passes to the purchaser only when full payment is received as cleared funds to Hexagon Fasteners. By law and without prejudice, Hexagon Fasteners reserves the right to repossess (at the cost of the purchaser) any goods owned by Hexagon Fasteners when payment in full has not been received by the due date.

Risk/ Responsibility

Upon shipping or collection of goods supplied by Hexagon Fasteners, the purchaser or anyone acting on behalf of the purchaser acknowledges goods will be at the risk/ responsibility of the purchaser. The purchaser agrees the taking of a photo of the delivery at the delivery location is accepted as proof of delivery. The delivery driver will endeavor to obtain a signature where it is practical to do so eg: no staff readily available within sight, location not staffed, after hours, or for health reasons eg: pandemic. The purchaser accepts all risk associated with the delivery location of the goods of terms of any potential hazard, eg: tripping hazard or any scenario relating to the location of the delivered goods which may result in any injury or damage.

Indemnity

The purchaser agrees to indemnify Hexagon Fasteners against and reimburse it for all expenses in recovery proceedings for outstanding/ overdue monies owned which may include legal costs, court fees, debt collection fees or legal fees.

Liability

Hexagon Fasteners accepts no liability whatsoever for any loss, damage or injury, either direct or consequential arising out of or in relation to the use or application of goods supplied to the purchaser. It is, at all times, the responsibility of the purchaser to ensure if the goods, grade, style, type or material purchased is fit for the intended purpose as Hexagon Fasteners accepts no responsibility for suitability for its use.

Website and Communications Liability: Hexagon Fasteners accepts no responsibility for any loss of information or financial loss, incurred by the purchaser or customer by means of enquiry, quote, order or transfer of files or images, attachment, link to an external website, an internet bug/ malware or the like or any communication, and the purchaser agrees to indemnify Hexagon Fasteners against any such loss, legal costs, court fees or legal fees.

Consent

These conditions and any contract of sale shall be governed and interpreted by the laws and courts of New South Wales and the purchaser consents to the jurisdiction of the said courts to determine or resolve any dispute or action.