



# Terms and Conditions of Sale

Upon placing an order, whether verbally, electronically 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.

## **Pricing & GST**

All quoted pricing is exclusive of GST and needs to be added at the current rate of 10%. Pricing is subject to change without notice. Please confirm pricing at time of ordering.

## **Payments**

All orders must be prepaid at time of ordering (with exception to trading accounts) An invoice will be emailed for payment. All trading accounts are required to be paid in full by the due date. Trading accounts are Nett 30 days, that is, payment is due by the 30<sup>th</sup> of the month following purchase. 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.

## **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 prior to 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 informati

## **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 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.

### **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.

### **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.