

## Tradco Wholesale Account Terms and Conditions

### 1. Qualification Process

Upon receiving your wholesale application, we will evaluate your business and the information provided. The approval of an applicant for wholesale account status is at the sole discretion of Tradco Hardware Pty Ltd ('Tradco'). Tradco reserves the right to refuse or cancel wholesale account status for any reason whatsoever.

### 2. Who Do We Supply?

As a wholesaler, we rely on our network of resellers to supply our products to both the general public and trade. In this regard, we consider 'trade' to include the following categories: interior designers, architects, builders, construction companies, kitchen manufacturers and similar professions.

While we look forward to receiving your business, people operating in the above mentioned trade categories, or who fall within the general public, should refer to the 'How to Buy' section of our website for availability and pricing of Goods from our resellers.

### 3. Opening a wholesale account

In order to become a wholesale customer with Tradco:

- You must be aged 18 or older; and,
- If you are applying for a wholesale account in your name personally, you must possess an active Australian Business Number (ABN); or,
- If you are applying for a wholesale account on behalf of a company or a partnership, you must be a current director or partner with the authority to apply for, and bind, the company or partnership to the terms and conditions appearing herein; and,
- You must maintain a physical retail store or showroom that is not, in our opinion, in direct competition with an existing wholesale customer; and
- You must not be banned from holding company directorship, be a bankrupt or be subject to a personal insolvency or debt agreement.

If you operate an online business, we welcome a written expression of interest at [sales@tradco.com.au](mailto:sales@tradco.com.au), which will be reviewed at our discretion.

### 4. Acceptance

Any instructions we receive from you for the supply of Goods and/or, your acceptance of the Goods supplied by us, shall constitute acceptance by you of the terms and conditions contained herein.

Any terms and conditions appearing in any order or other document you place with us which deviates from, is inconsistent with or which purports to override these terms and conditions is expressly rejected by us.

Upon your acceptance of these terms and conditions they become binding on you and may only be varied or amended with our written consent.

## **5. Minimum Account Activity**

It is a condition of your wholesale account with Tradco that you make minimum gross purchases of Goods from us of at least \$6,000.00 per year commencing from the date we approve your wholesale application ('Minimum Purchase Criteria').

We review the Minimum Purchase Criteria annually and reserve the right to amend or vary the Minimum Purchase Criteria at any time upon giving you reasonable notice in writing.

If you fail to meet the Minimum Purchase Criteria for reasons beyond your reasonable control we may (but we are not obliged to) vary the Minimum Purchase Criteria to take those reasons into account for such period as we in our discretion deem appropriate.

Internal reviews of account activity take place periodically. Accounts that demonstrate activity below the Minimum Purchase Criteria will be contacted to discuss suitable alternatives.

## **6. Price**

6.1 At our sole discretion the Price for Goods shall be:

- a. as indicated on our current published price list (a copy of which will be given to you upon approval of your application for a wholesale account); or,
- b. as indicated on the invoices we issue to you for the supply of Goods; or,
- c. our quoted price (provided that the quotation is in writing and accepted by you within thirty (30) days from the date of issue).

6.2 We reserve the right to withdraw, correct or alter a quotation given by us at any time before acceptance of your order.

6.3 We further reserve the right to amend our quotation and/or change the Price for Goods should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter upon which our quotation or invoice is based.

6.4 Unless otherwise agreed in writing you must pay us, in addition to the Price, the cost of delivery of Goods.

6.5 Prices shown on order forms are exclusive of GST. You must pay us the GST payable in respect of the supply of Goods at the same time and in the same manner as the Goods are otherwise payable by you.

## **7. Payment**

7.1 At our sole discretion you must make payment for Goods:

- a. prior to despatch of the Goods, or,
- b. for customers that we agree to give credit to, within thirty (30) days from the date of delivery of the Goods.

7.2 If your account with us is outstanding for more than 45 days then (without prejudice to any other remedies we may have under these terms and conditions) it will be placed on temporary stop supply until the account is settled in full.

7.3 Should you habitually make late payment of your account it will be reviewed at our discretion and may be closed.

7.4 You agree to pay all costs and expenses incurred by us in recovering any outstanding monies owing by you to us including, without limitation, debt collection agency fees and legal fees on a solicitor and own client basis.

## **8. Payment Options**

Our preferred method of payment is by EFT into our nominated bank account. Please refer to the bottom of your monthly statement for details. Please state your business name / invoice number as the payment reference when paying via EFT.

We also accept VISA and MasterCard by phoning (08) 8362 1133. Please note that we do not accept Amex or Paypal payments.

## **9. Placing Orders and Delivery**

Orders for the supply of Goods shall be in writing and sent by email to [orders@tradco.com.au](mailto:orders@tradco.com.au).

Orders placed before 1:00pm on a business day will normally be dispatched the same day (subject of course to the availability of Goods and other contingencies).

We will notify you if any Goods are not available at the time of placing your order and we will give you the option to cancel your order in respect of the unavailable Goods or for the Goods to be placed on backorder and dispatched with your next order after the item(s) are back in stock.

Delivery times quoted are however to be treated as estimates only and are subject to factors outside our reasonable control.

Whilst we will make all reasonable endeavours to process orders promptly you agree that we shall be under no liability to you for direct or consequential loss or damage arising from or incidental to delay or postponement in delivery.

The risk in any Goods purchased shall, unless otherwise agreed in writing, pass to you upon the Goods leaving our premises in Adelaide. We will not under any circumstances accept liability for damage, shortage or loss during delivery of Goods to your nominated premises.

You are responsible for effecting and meeting any insurance cover on the Goods that is deemed necessary.

## **10. Order Add-Ons and Cancellation**

You can add to or cancel your order provided you do so before 1:00pm on the day the order was placed. After this time, an order for the purchase of Goods cannot be cancelled, delivery of Goods cannot be deferred and Goods ordered cannot be returned without our prior written consent and then only upon terms that you indemnify us against, and reimburse upon demand, any losses incurred or which we may incur as a result of the cancellation, deferral in delivery or return including, without limitation, delivery charges, bank charges and/or other expenses arising from any part of the order that is cancelled.

Any additions to your order after 1:00pm on the day the order was placed may result in postponement of delivery of Goods or additional delivery costs.

## **11. Title to Goods**

- 11.1 Ownership of the Goods shall not pass to you until you pay us all monies owing in respect of such Goods.
- 11.2 Until property in the Goods passes from us to you, it is agreed that:
- a. You shall retain the Goods in such manner that they are readily identifiable as our property;
  - b. The Goods supplied shall nevertheless be at your risk;
  - c. You shall not in any way deal with, or part with possession of, the Goods, or any part thereof, or attempt to do so;
  - d. You shall return the Goods to us should we request you to do so;
  - e. You shall hold the Goods as our bailee and shall hold any proceeds from the sale or disposition of Goods on trust for us.
- 11.3 Where payment for Goods is fully or partially overdue, we and/or our servants or agents may enter upon or into land and premises owned, occupied or used by you, or any premises where the Goods are situated, at any time and without notice to you, to search and recover possession of the Goods and we shall not be liable for any loss or damage to you arising from or in connection with recovering possession of the Goods.

## **12. Personal Property Securities Act**

- 12.1 Upon assenting to these terms and conditions you agree that these terms and conditions constitute a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) ('PPSA').
- 12.2 To secure payment of Goods and/or the performance by you of your obligations under these terms and conditions and any other contract to which these terms and conditions apply or may in the future apply, you grant to us a security interest (within the meaning of the PPSA) in:
- a. all Goods previously supplied by us to you (if any); and
  - b. all Goods that will be supplied in the future by us to you.
- 12.3 You will perform such acts and provide such information as in our opinion is necessary or desirable to enable us to perfect our security interest under the PPSA (including by registering the security interest on the Personal Property Securities Register).
- 12.4 It is agreed that:
- a. You shall indemnify and reimburse to us on demand any costs and expenses incurred in registering a financing statement and/or a financing change statement and/or in releasing any Goods to which the security interest applies or did apply;
  - b. You waive your right to receive a verification statement in accordance with section 157 of the PPSA.

## **13. Acceptance & Returns Process**

It is your responsibility to inspect the Goods on delivery and advise us within seven (7) days of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. You will afford us a reasonable opportunity to inspect the Goods following delivery if you believe the Goods are defective in any way. Should you fail to strictly comply with this clause the Goods shall be presumed to be free of any defect or damage.

#### **14. Warranty**

Please refer to our warranty card for our terms and conditions.

By becoming an account holder with Tradco, we require that one of our warranty cards is made available to each customer at the time of sale. Tradco will supply warranty cards for all direct to customer orders. Please add warranty cards to your order whenever required for replenishment.

To the full extent permitted by law, and except as set out in our warranty card, we make no representations or warranties, express or implied, regarding any matter including merchantability, fitness for a particular purpose or use or suitability for resale in relation to any Goods supplied to you.

Where legislation implies into these terms and conditions any condition or warranty that cannot be restricted or modified, our liability for any breach of such conditions or warranties will (to the full extent permitted by law) be limited to, at our option, one or more of the following:

- a. replacement of the Goods, the repair of the Goods, or the supply of equivalent Goods;
- b. repayment of any part of the price of the Goods supplied; or
- c. payment of the costs of replacing or repairing the Goods, or acquiring equivalent Goods.

We will not be liable to you for any indirect, special, incidental or consequential damages arising out of any provision of these terms and conditions (including, without limitation, any loss of profits).

#### **15. Website Listing**

To assist the end customer in purchasing our goods, we maintain a list of our customers under the 'How to Buy' tab on our website. Those customers listed on the website are entirely at our discretion. By assenting to these terms and conditions you authorise us to publish your contact details on our website. Please advise us if you do not want to be listed on our website.

It is the responsibility of the account holder to ensure that all contact details are up to date. Please contact us immediately should you seek to update your details.

#### **16. Default**

16.1 On the happening of any one or more of the following events, namely:

- d. The customer fails to make payment to us on the due date or is otherwise in breach of any obligation under these terms and conditions;

- e. An administrator or liquidator is appointed over all or any of the customer's assets or a scheme of arrangements is proposed or approved with respect to the customer or a mortgagee enters into possession of any of the customer's assets;
- f. An application is made for the winding up of the customer;
- g. Any event occurs which would confer upon any person or entity the right to institute proceedings for the winding-up of the customer, or the customer appoints an administrator as defined in the Corporations Act;
- h. In the case of the customer being a natural person, the customer commits an act of bankruptcy;
- i. In the case of the customer being a partnership, sub-paragraph 16.1(d) and/or (e) applies to any of the partners,

then we may, at our option, exercise all or any of the following rights (notwithstanding any prior failure to exercise such rights):

- j. Demand payment of the whole of the monies owing from the customer to us and the customer agrees to pay the same immediately;
- k. Suspend or terminate the supply of Goods to the customer and/or any of our obligations under these terms and conditions.

16.2 You agree that we shall be under no liability to you for any loss or damage arising from the exercise of our rights pursuant to sub- clause 16.1(h).

## **17. Cancellation**

We may cancel any contract to which these terms and conditions apply, or cancel delivery of Goods, at any time before the Goods are delivered by giving you notice in writing. Upon giving such notice we will repay to you any sum or sums paid to us in respect of the Price but we shall be under no liability to you for any loss or damage whatsoever arising from such cancellation.

## **18. Privacy**

We may use your personal information (being name, address and other information or data about you) for administration, management and marketing purposes, including carrying out appropriate financial checks, and we reserve the right to disclose your personal information to services providers and agents for these purposes.

## **19. Severance**

If any of these terms or conditions are or become for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining terms and conditions.

## **20. Waiver**

19.1 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under these terms and conditions or any other contract to which these terms and conditions apply by us does not preclude, or operate as a waiver of, the exercise or enforcement, or

further exercise or enforcement, of that or any other right, power or remedy provided by law or under these terms and conditions.

- 19.2 A waiver or consent given by us under these terms and conditions is only effective and binding on us if it is given or confirmed by us in writing.
- 19.3 No waiver of a breach of these terms and conditions operates as a waiver of another breach of that term or condition or of a breach of any other term or condition in this document.