

The Jetters Edge – Terms & Conditions of Trade

1. Definitions 1.1 Confidential Information means information of a confidential nature... 1.2 Contract means the terms... 1.3 Cookies means small files which are stored on a user's computer... 1.4 Customer means the person's, entities or any person acting on behalf of and with the authority of the Customer... 1.5 Goods means all Goods or Services supplied by the Supplier to the Customer... 1.6 GST means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999 (Cth)'. 2. Acceptance 2.1 The Customer acknowledges and agrees that: (a) they have read and understood the terms and conditions contained in this Contract; (b) the parties to this Contract have exclusively accepted and agreed to be bound, jointly and severally, by these terms and conditions... 3. Change in Control 3.1 The Supplier will give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer... 4. On-Line Ordering 4.1 The Customer acknowledges and agrees that: (a) the Supplier does not warrant the performance; (b) display on the website does not guarantee the availability of any particular Goods; (c) on-line ordering may be unavailable from time to time for regular scheduled maintenance... 5. Credit Card Information 5.1 The Supplier will, at the Customer's personal details, including credit card details for only as long as is deemed necessary by the Supplier... 6. Price and Payment 6.1 At the Supplier's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Customer upon placement of an order for Goods; (b) the amount of the order as it appears on the invoice which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days... 7. Delivery of Goods 7.1 The Supplier will deliver the Goods to the Customer in accordance with the terms and conditions of the Contract... 8. Defects, Warranties and Returns, Competition and Consumer 8.1 The Customer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify the Supplier in writing of any evident defect... 9. Intellectual Property 9.1 If the Supplier has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Supplier... 10. Personal Property Securities Act 2009 (PPSA) 10.1 The Supplier and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid the Supplier all amounts owing to the Supplier; (b) the Customer has met all of its other obligations to the Supplier... 11. Security and Charge 11.1 In consideration of the Supplier agreeing to supply the Goods and/or provide its services, the Customer grants the Supplier a security interest in the Goods supplied to the Customer...