

**1. Trading Terms – Proforma and New Accounts**

- New accounts are opened on a Proforma Invoice basis (prepayment, cash before goods are sent).
- Accounts may be moved from a Proforma account to Credit Terms on a discretionary basis.
- While on a Proforma account, you will receive an order confirmation for your information, when you place your online order. We will send you a finalised Proforma Invoice, including freight and any adjustments when we have your delivery ready to send. Payment will be due on receipt of the Proforma Invoice and you will only be invoiced for items available in this delivery.
- Payment must be received by Mercurius within 7 days of the Proforma Invoice being forwarded to you. If payment is not received within 7 days, the order will be canceled.

**2. Trading Terms – Credit Terms**

- For accounts operating on Credit, payments are due 30 days from Statement date.
- A statement and account summary will be emailed at the end of the month.
- For accounts having difficulty meeting our payment terms, we will be in contact to work together to reach an agreeable solution.
- We do reserve the right to enforce our payment terms and interest on unpaid amounts may be charged monthly at 10% p.a.
- Accounts not maintained in accordance with our terms may have credit account facilities withdrawn and collection action commenced for recovery of all amounts outstanding together with collection costs.

**3. Payments**

- Payments must be made by Direct Deposit.

**4. Minimum Order Values and Additional Charges**

- There are no minimum order amounts.
- Freight is charged on all orders under \$250 ex GST (see separate Freight section)

**5. Freight**

- Freight is charged on orders under \$250.00 ex GST
- For orders over \$250 ex GST, if freight represents more than 10% of the order value, the difference between 10% and the actual freight charge may be charged.

- Where a delivery cannot be made as no one is in attendance at the given address and special instructions to the contrary have not been provided, any redelivery fees from our freight company will be on-charged.

## **6. Returns**

- Returns must be actioned within 7 working days of receipt of goods.
- A return form must be obtained from Mercurius and included with the returned goods. Returns will not be accepted without a return form.
- Returns due to Customer ordering error or change of circumstance:
  - o A 10% restocking fee will be charged
  - o Freight is at the customer's expense
  - o Special Order items and chalk cannot be returned
  - o Items must be returned in saleable condition, with their original packaging
- Returns due to damaged or faulty product, or Mercurius error:
  - o Any special details or conditions of the return will be included with your requested return form.

## **7. Back Orders**

- Accounts with 'No Back Orders' set:
  - o New accounts are generally set to receive 'No Back Orders'. This means any products unavailable at the time your order is processed will not be supplied and will need to be ordered with your next order. This may be reviewed at our discretion or at the request of the customer.
- Accounts with 'Back Orders as Automatic':
  - o Where Back Orders are activated, we automatically place items on back order if they cannot be supplied at the time the original order is filled.
  - o If you wish to cancel an item once it is placed on Back Order, notice of cancellation must be received within 7 days of the item being placed on Back Order. Back Orders for Special Order items or Indent Orders cannot be cancelled (please refer to Indent and Special Order section).
  - o Back Orders will be sent automatically when stock is received in our warehouse. At our discretion, we may contact you before sending Back Orders to allow order additions to be made.
  - o Freight is applied to back orders depending on the freight charge of the original order. The freight charge for back orders is only for the volume and weight that would have been incurred if the product had been included in the original order.

## **8. Indent and Special Orders**

- Indent orders and orders for products highlighted as Special Order as part of the product

name are generally not kept in stock and will need to be ordered in for you. Once you place an indent order or order a Special Order item, it is classed as a confirmed and committed order and we do not accept returns or cancellations for these items (unless of course if the product is damaged or faulty).

- A deposit may be requested for indent orders and Special Order items, with the full amount payable once the products arrive in our warehouse.
- Freight is charged at our discretion on special order items and will depend on the initial order value.

## **9. Pack Sizes**

- Where the 'Description' in our price list indicates a pack size, the product must be ordered in multiples of that pack size. Split pack sizes are not available. If you order in a smaller unit size, at our discretion, we will automatically increase your quantity to the pack size in the order description.

## **10. Safety and Supply**

- We ensure all toys we distribute meet the necessary safety standards, carry acceptable certification and where necessary, show the appropriate warning labels. Where a toy carries the European safety standard, EN71, this meets all the necessary Australian standards, in addition to mandatory European standards.

## **11. Pricing**

- All effort will be made to give advance notice of any intended price changes. However, due to fluctuations in exchange rates and other causes, prices are subject to change without prior publication or notice.
- Due to a 24-48hr time delay window of update, prices on our website and within our ordering system may not always be in sync. Invoices are charged based on the prices in our ordering system and while we do endeavor to capture any variances, it is the customer's final responsibility to check all invoices thoroughly.

## **12. GST**

- All prices are quoted without GST. 10% GST is added to all prices at invoice time.

## **13. Title of Goods**

- Until payment is made in full to Mercurius for the goods delivered, the title of the 'Goods' stays with Mercurius. The risk for the goods passes to the customer upon receipt of the goods.

## **14. ABN Number**

- We are required to hold a valid ABN for all active trading accounts. The supply of this is included in your application process.

## **15. Account as Given**

- The Account is given for the approved Trading Name with the given Trading Address, ABN and Owner only. Should the Name, Address, ABN, Owner or any other business details change, Mercurius reserves the right to revoke and cancel the account.

## **16. Privacy**

- Any and all the information collected as part of your account will be kept strictly confidential and will not be sold, reused, rented or disclosed.
- Any information you provide will be held with the utmost care and will only be used by us in maintaining, operating and sharing information with you regarding your account and the products we supply.
- In relation to our website, your personal account data, including name and address is held in an encrypted database and is never disclosed or sold to any third party.

## **17. Acceptance of Terms and Conditions**

- Activation of Account and placement of an order indicates your acceptance of our current Terms and Conditions. Our Terms and Conditions may change from time to time and are available on request. Any deviation from the agreed Terms and Conditions by the customer may result in the deactivation of the customer's account.