

## **TERMS AND CONDITIONS**

Mr Chop Australia Pty Ltd T/As Mr Chop  
ABN 36 601 610 342

### **INTRODUCTION**

By requesting a quotation or purchasing products and services from Mr Chop Australia Pty Ltd T/As Mr Chop you acknowledge and agree to be bound by the following terms and conditions (the "Terms and Conditions of Trade", the "Terms of Trade" or the "Terms") which together with Mr Chop's Privacy Policy and Terms of Website Use govern Mr Chop's relationship with you in relation to our website and our trade. Mr Chop reserves the right to change any provision in these Terms.

No amendment, alteration, waiver or cancellation of any of these terms is binding on Mr Chop unless confirmed by us in writing. The customer acknowledges that no employee or agent of Mr Chop is authorised to make any representation, warranty or promise in relation to the goods or services sold pursuant to this agreement or these terms of sale, other than as contained in these terms or as confirmed in writing by us.

You should check these Terms from time to time to ensure that you are happy with any changes. This policy is effective from July 2012.

#### **1. Definition of words**

- a) "We", "us", "our", "Mr Chop" mean Mr Chop Australia Pty Ltd T/As Mr Chop whose registered office is Unit 24/54 Beach Street, Kogarah, NSW 2217, ABN 36 601 610 342.
- b) "You", "your", "customer" mean any entity including but not limited to a business or natural person or website visitor who requests a quotation for and/or purchases products and services sold by Mr Chop.
- c) "GST" means the Goods and Services Tax as defined and imposed by A New Tax System (Goods & Services Tax) Act 1999.
- d) "Stock Products" mean all stock items quoted, sold, advertised, distributed and/or delivered by Mr Chop to the customer.
- e) "Custom Products" mean all non-stock items designed and built according to customer specifications and quoted, advertised, sold, distributed and/or delivered by Mr Chop to the customer.
- f) "Products" mean all stock and non-stock items quoted, advertised sold, distributed and/or delivered by Mr Chop to the customer.
- g) "Services" mean all services provided, sold and extended by Mr Chop to the customer.

#### **2. GST**

- a) Prices quoted orally or in writing do not include GST.
- b) If GST applies in respect of any supply of Products made to the customer, the customer agrees to pay Mr Chop the amount of GST applicable in addition to the quoted price.

#### **3. Prices**

- a) All prices quoted are in Australian Dollars (AUD).
- b) Mr Chop reserves the right to change prices without prior notice to the customer.

- c) Quoted prices do not include any delivery or handling charges. When delivery and handling charges apply they are payable by the customer.
- d) Unless otherwise stated in writing, all quotations are valid for twenty one (21) days from the date on quotation.

#### **4. Quotations**

- a) quotations provided by us orally, in writing or by electronic means to any of our customers concerning the supply of goods and services is:
  - (i) valid for twenty one (21) days from the date of quotation;
  - (ii) an invitation to treat only;
  - (iii) subject to the customer offering orally, in writing or by electronic means to enter into an agreement in accordance with these terms. Such agreement shall be deemed to be accepted by us when we confirm acceptance of such offer orally, in writing or by electronic means or by delivering goods or services to you.
- b) we have no obligation to accept any offer from any customer

#### **5. Special Orders**

- a) Special Orders are orders for Custom Products that are designed and built for the customer and according to customer specifications.
- b) All Special Orders need to be paid and received in full and cleared prior to Mr Chop commencing work on Custom Products, including but not limited to building and designing the said Product.
- c) Measurements for Custom Products are quoted in millimetres unless otherwise indicated.
- d) Prices for Custom Products will be Price on Application and will be specified on the quotation.
- e) Unless otherwise stated in writing, all quotations for Custom Products are valid for 21 days from the date on quotation.

#### **6. Payment Terms**

- a) Unless otherwise stated on the invoice, orders for Stock Products are on a prepaid basis which means that orders need to be paid in full and cleared payment received by us before we despatch.
- b) Work on Custom Products, including but not limited to designing and building Custom Products will not commence and the said Product will not be dispatched until the Special Order for that Custom Product is paid in full and cleared payment is received by us.
- c) Where a 30 day credit account has been granted to the customer upon completion and acceptance of credit application agreement, the customer agrees to pay Mr Chop strictly 30 days from date of invoice. Failure to do so will result in the cancellation of credit agreement.
- d) The customer agrees that they will not set-off from any payment any counter claims that the customer may have against Mr Chop.
- e) Mr Chop accepts the following methods of payment:
  - i. Cash
  - ii. Cheque

- iii. Direct Deposit including Electronic Funds Transfer
  - iv. Credit Card including and limited to VISA and MasterCard
- f) Mr Chop reserves the right to pass onto the customer any fees charged to it by the credit card company.
- g) Payment is considered complete when all funds have been paid, received and cleared.
- h) Failure to pay in accordance with these Terms and Conditions will result in Mr Chop undertaking any debt collection action against the customer that is open to us to take. The customer agrees to pay Mr Chop any and all costs associated with and howsoever arising from debt collection action against the customer that is open to us to take, which includes but is not limited to legal costs and costs for submitting an unpaid account to a debt collecting agency.

## **7. Minimum order amounts**

Mr Chop will not, unless otherwise confirmed by us in writing, provide a quote or process any order or accept any offer by the customer for an amount that is less than AUD\$200.00 which excludes GST and any delivery and handling fees.

## **8. Delivery and Handling**

- a) A delivery and handling fee is payable on all orders.
- b) Despatch date of goods is subject to availability of stock.
- c) Availability of stock, despatch and delivery dates are given as estimates only
- d) The customer agrees that Mr Chop is not liable in any case for any consequential or other direct or indirect loss or damage of any kind, (including but not limited to loss of profit or any economic loss), arising out of its recklessness, negligence, inability or failure to despatch or deliver goods within the stated timeframe.
- e) The customer agrees that despatch and delivery records kept by Mr Chop are correct and that the signed Packing Slip or Delivery Docket or Invoice Copy is proof that goods were received by customer.
- f) The customer agrees to be onsite at their nominated delivery address between business hours. Mr Chop's couriers are instructed to leave goods at nominated delivery address if no one is at the address. Mr Chop will not accept responsibility for lost or stolen goods at delivery site if the customer has failed to be onsite and if goods had to be left at delivery address unattended.
- g) If a delivery failure occurs for whatever reason and re-delivery is requested, customers will pay the \$25.00 (+GST) re-delivery fee as charged by our freight company.

## **9. Title of Goods**

- a) Until the full payment in cleared funds is received by Mr Chop for all goods and services to be supplied, distributed or provided by Mr Chop to the customer or any other amount which may be owing to Mr Chop by the customer:
  - i. title and property in all goods remain vested in Mr Chop and do not pass to the customer
  - ii. and in the event that goods have been delivered by Mr Chop to the customer, the customer agrees to hold the said Products as bailee and fiduciary agent for Mr Chop and keep the said Products in its possession and

control and store the Products separately and keep them in such a way that they are easily distinguishable as the property of Mr Chop.

- iii. Mr Chop may without notice enter any premises where it suspects any such goods may be and remove them, notwithstanding that they have been attached to other goods, not the property of Mr Chop and the customer irrevocably licenses Mr Chop to enter such premises and indemnifies Mr Chop against all claims, actions, suits and demands brought by any party arising out of such action

## **10. Cancellation**

### **a) Stock products**

No order may be cancelled, modified or deferred without prior, express and written consent by Mr Chop. Where such consent is given it is at the discretion of Mr Chop and it is on the basis that Mr Chop will be reimbursed for any losses, including but not limited to loss of profits, and the customer shall be liable to pay a restocking fee which is 20% invoice value of goods.

### **b) Non stock products**

- i. Clause 10a) will also apply to special orders for non stock products
- ii. Where Mr Chop has, at its discretion, expressly agreed in writing to the cancellation, modification or deferment of a special order, it is on the basis that Mr Chop will be reimbursed for the full cost of materials, services and any other costs incurred by or that Mr Chop is liable for, in the designing and/or building the custom product.

## **11. Returns**

### **a) Mr Chop may at its discretion accept the return of goods and on the basis of:**

- i. the goods being returned within 14 days of date of receipt;
- ii. the goods being returned in their original condition and in their original packaging;
- iii. the customer paying a restocking fee which is 20% of invoice value of goods; and
- iv. the customer paying for all delivery, insurance and handling charges including any return delivery and handling charges.

b) No cash refunds will be given for returned goods. Refunds may only be given via EFT or by cheque. If method of payment was credit card, Mr Chop will provide a refund on the credit card used to make payment.

c) No returns of Custom Products are accepted

d) Nothing in these terms shall oblige Mr Chop to accept returns of goods for credit if such goods were damaged during their assembly or installation and nothing shall oblige Mr Chop to pay any of the costs of assembly or installation or make it responsible for any losses arising from defective assembly or installation.

## **12. Claims for Short Deliveries, Incorrect Goods and Faulty Goods**

a) All claims for short orders, incorrect goods or faulty or defective goods must be made by the customer in writing within 7 days of receiving goods.

b) Mr Chop reserves the right not to accept any claims made after this period.

- c) Mr Chop may at its discretion issue a credit note to the customer, replace the goods or make good on short deliveries.

### **13. Warranty**

- a) The customer acknowledges that all warranties, conditions and representations whether express or implied made by Mr Chop and any of its employees or agents, about its Products or the sale of those Products, are expressly excluded from these terms to the extent permitted to Mr Chop by the law.
- b) Mr Chop shall not be liable in any case for any consequential or other direct or indirect loss or damage, of any kind, (including but not limited to loss of profit or economic loss) incurred by the customer in relation to the supply of goods or howsoever arising and whether cause by tort (including but not limited to negligence), breach of contract or otherwise by Mr Chop, its agents or employees.

### **14. The limitation of liability of Mr Chop**

These terms and conditions do not affect the rights, entitlements and remedies compulsorily conferred on the Customer under *Trade Practices Act 1974* and other statutes, rules or regulations for the time being in force, and nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.

### **15. Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales. If any provision of these Terms is found to be invalid or unenforceable by a court of law, such invalidity or un-enforceability will not affect the remainder of these Terms, which will continue in full force and effect.

### **16. Privacy**

Mr Chop complies with the National Privacy Principles in the Privacy Act 1988 in relation to the handling of personal information. Mr Chop's full Privacy Policy can be found at [www.mrchop.com.au](http://www.mrchop.com.au).