

Terms And Conditions of Sale for Door Seals of Australia

1. Interpretation

These Terms and Conditions of Sale shall apply to all sales made by Door Seals of Australia.

(ABN67528663992 ACN007811145)

“DSA” means Door Seals of Australia (ABN67528663992 ACN007811145)

“Customer” means purchaser of the product

“Products” means door or window seal products, fittings or accessories

“Order” means an order by the customer to Door Seals of Australia

2. Orders

It is the Customer's responsibility to provide all information necessary to enable performance of their Order and the Customer shall be responsible for any costs arising directly or indirectly from any error or omission in that information or delay in providing that information.

All orders must be made in writing unless otherwise agreed with DSA.

If the Customer cancels or alters any Order or part of an Order for Products, at any time after DSA has received the Order, then DSA reserves the right to charge the Customer for any costs or expenses incurred by DSA.

3. Price

A quotation is not an offer by DSA, and DSA may withdraw or alter the quotation at any time without notice.

Unless DSA withdraws the quotation or agrees in writing, the quotation is valid for 30 days from the date of the quotation.

Prices are subject to change without notice. All Products supplied will be invoiced at prices ruling at the date of despatch, unless otherwise agreed in writing.

Unless otherwise stated, all prices quoted by DSA are GST exclusive.

4. Payment Terms

Cash Sales – payment is required before any Order from the Customer can be processed.

30 Day Credit Account – the Customer shall pay the amount for the Products as set out on the invoice at the time the Products are completed and ready for collection / delivery (as applicable) whether or not the Customer wishes to collect / take delivery (as applicable) of the Products, within 30 days of the end of the month in which the invoice is issued.

The Customer shall not be entitled to refuse to pay an invoice of DSA claiming the Order has not been fully delivered.

Credit will automatically be stopped if the Customer's account is overdue for payment.

5. Delivery and Risk

Due to the costs of processing small Orders, a minimum invoice value applies of \$50.00 excluding delivery and applicable GST.

All freight and delivery costs ex-DSA warehouse are payable by the Customer, unless agreed in writing by DSA.

The delivery times made known to the Customer are estimates only and DSA shall not be liable for late delivery or non-delivery and under no circumstance shall DSA be liable for any loss, damage or delay occasioned to the Customer arising from late or non-delivery of the Products, including but not limited to where the late delivery or non-delivery is caused by or contributed to by the negligence of the Company, its contractors or agents.

6. Property and Ownership

Title to the products shall not pass to the Customer until the Customer has paid all amounts to DSA in respect of the Products or any other amounts owing to DSA.

7. Inspection

The Customer shall inspect the Products at the time of collection / delivery (as applicable) and shall within 7 days of collection / delivery (as applicable) notify DSA in writing of any damage or defect in Products or of any non-compliance with description.

Unless DSA is notified by the Customer within 7 days, the Customer shall be deemed to have accepted the Products.

Under no circumstances are Products returnable (unless they are faulty under the terms of the DSA Guarantee) which are made to order, specially sourced, non-stocked, or non-resaleable.

The Customer is not entitled to any credit unless DSA (in its absolute discretion) issues the Customer with a written Return Goods Authorisation (RGA). Any credit agreed by DSA is subject to a minimum handling charge of 25% of the value of the Products plus administration costs. Return freight is to be arranged by the Customer who is wholly liable for the payment of any freight costs.

8. Design Change

DSA reserves the right to change design and / or specification of Products without notice.

9. Guarantee

DSA guarantees their Products against defects in workmanship and materials, subject to fair wear and tear, for a period of (3) three years from the date of purchase. No cost beyond the provision of replacement DSA Products will be accepted. This guarantee does not include deterioration due to climatic conditions, harsh environment, abnormal frequency of use, improper installation, failure to follow installation instructions, improper maintenance, indirect or inconsequential loss or damage, cost of removal and/or replacement, cost of transport/freight and/or travelling time.