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## Terms & Conditions of Trade

### 1. Definitions:

- 1.1. ACL means the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) and its associated Regulations as amended.
- 1.2. Supplier means Pooltronics Pty Ltd.
- 1.3. Customer means person, firm or corporation, jointly or severally if there is more than one, acquiring Goods from the Supplier.
- 1.4. Goods / Products means Goods supplied by the Supplier to the Customer.

### 2. Delivery:

- 2.1. The supplier will pay the cost of delivery to the Customer's nominated address (excluding insurance) for deliveries over \$250 in metro Melbourne.
- 2.2. All deliveries outside this area shall be charged a freight and handling fee.
- 2.3. The Customer may arrange their own transport company and under such arrangement all costs for delivery shall be borne by the Customer, irrespective of where they are located.

### 3. Warranty:

- 3.1. The Supplier warrants that the Products supplied to the Customer are free from defects in workmanship for a period of 12 months (unless otherwise indicated for specific products) from the date the Products have been despatched from the Supplier's premises.
- 3.2. Warranty only covers genuine manufacturer Products and specifically excludes (but not limited to) wear and tear, and faults in connection with incorrect installation, unauthorised modifications or repair, using the Products, for a purpose other than what they were intended, Customer misuse and where the Customer is in breach of these Terms and Conditions.
- 3.3. Warranty is provided by the Supplier once faulty Products are returned to the Suppliers base in Melbourne. The Customer bears all responsibility and cost to ensure Goods are returned to the Pooltronics Warranty Facility and where relevant back to the end user.
- 3.4. The Supplier reserves the right to charge, either in advance, or after wards for any inspection on Products that are found to not be requiring warranty repair.

### Returns or Exchanges:

- 4.1. The Customer may return or exchange unused Goods in its original packaging within 10 days of receiving them for a full reimbursement less all freight charges.
- 4.2. The Supplier reserves the right to refuse to accept such returns under any circumstance, examples may include - Superseded products, products altered or damaged, products specifically provided for the Customer.
- 4.3. Products returned after 10 days may be returned to the Supplier, at the Supplier's complete discretion. Such returns will attract a minimum 20% restocking and handling fee (plus all transport costs). Additional charges may apply depending on how long the Customer has been in physical possession of the Products.

### 5. Payments:

- 5.1. Unless otherwise agreed in writing:
  - 5.1.1. All payments for Goods must be made within 7 days from shipment of Goods from the Supplier's premises.
  - 5.1.2. The Supplier reserves the right to require full payment prior to delivery or upon delivery.
  - 5.1.3. Payment by cheque or electronic transfer is not deemed to have been received until all proceeds have cleared in the Supplier's bank account.
  - 5.1.4. Credit card payments will not incur an additional charge.
  - 5.1.5. All payment terms may be varied at any stage by notice from the Supplier.
- 5.2. If the Customer defaults in payment by the due date, including but not limited to the insolvency of the Customer, then all outstanding amounts, including those due in the future, become immediately payable and the Supplier may then, without prejudice to any other remedies available:
  - 5.2.1. Charge interest at a rate of two and a half percent (2.5%) per calendar month on the total amount owing until all monies are paid in full (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
  - 5.2.2. Charge the Customer for all costs and expenses incurred (including but not limited to all legal costs and expenses taken to enforce compliance and / or recover Goods).
  - 5.2.3. Cease supply of any further Goods or Services to the Customer
  - 5.2.4. Terminate any other agreement with the Customer that may be in effect at the time.