
Mondoluce Terms and Conditions of Sale

Effective from 12 February 2018

GENERAL

1. These terms and conditions of sale apply to all sales of goods by Mondo Luce (Aust) Pty Ltd, trading as Mondoluce, ABN 14 336 408 099 ("Mondoluce") to the exclusion of all others as permitted by Australian law, including any terms and conditions of the proposed purchaser of the goods ("Purchaser") whether on the Purchaser's order form or otherwise.
2. Purchasers who are "Consumers", as defined under Australian Consumer Law, are provided with consumer guarantees under Australian Consumer Law and nothing in these terms and conditions of sale shall affect this.
3. By placing an order for goods with, or taking delivery of goods from, Mondoluce, the Purchaser is deemed to have agreed to these terms and conditions. All orders are to be placed in writing, by an authorised representative of the Purchaser. Mondoluce will not be responsible for any errors or omissions in the supply of goods where those errors or omissions result wholly or partially from incomplete or unclear instructions in the Purchaser's order.

PAYMENT

4. The Purchaser must pay the purchase price of goods in full before delivery unless Mondoluce has previously agreed to supply those goods on credit account payment terms.
5. If Mondoluce agrees to supply goods on credit account payment terms up to a limit determined by Mondoluce, the Purchaser must pay the purchase price of the goods on or before the end of the month immediately following the month in which the goods are invoiced. An order may not be accepted if there is insufficient remaining credit on the Purchaser's account after consideration of net purchases and payments received. Mondoluce is under no obligation to continue to supply goods to the Purchaser on credit account payment terms and Mondoluce may discontinue or vary credit account arrangements at any time.
6. Mondoluce reserves the right to charge a late payment fee of 2.0% of the amount outstanding per month as an account fee on overdue accounts.
7. Purchasers of goods who are not subject to credit account payment terms may be required to pay a minimum deposit of 30% of order value upon placement of their order, with the balance being payable prior to delivery.
8. Mondoluce reserves the right to request such security or additional security for any credit arrangements with the Purchaser as Mondoluce, in its discretion, thinks fit and is entitled to withhold supply of any goods or credit arrangements until such security or additional security is provided by the Purchaser.

QUOTATION

9. The price of goods in a quotation issued by Mondoluce is current as at the date of quotation and is valid for the period of 60 days from the quotation issue date, after which it may be subject to review. A 1.5% fee will be added to the overall payment amount if made by an accepted credit card. Mondoluce reserves the right to increase the credit card surcharge should associated merchant fees change.
10. All prices quoted are based upon the products and quantity referred to in a quotation and if the Purchaser's order differs to the quotation, Mondoluce reserves the right to vary the total price and/or price per product unit from that quoted. Mondoluce is under no obligation to vary or cancel orders or reduce order quantities if the Purchaser's specifications change after an order has been received by Mondoluce.
11. All prices are exclusive of Australian goods and services tax, as imposed under A New Tax System (Goods and Services Tax) Act 1999 ("GST"). The Purchaser must pay all GST subject to receipt of a tax invoice. The Purchaser must also pay all other applicable duties, taxes and levies in connection with the supply of goods. Without limitation, the Purchaser is responsible for any increases in duties, taxes or levies after the date of quotation.

DELIVERY

12. Goods are sold "Free into Store" to Perth Western Australia metro area addresses unless otherwise stated. Freight to other destinations is to the Purchaser's account and at the Purchaser's risk.
13. Where the order value of goods is less than \$300, a delivery fee of \$25 will be applied.
14. If a delivery date is specified, it is indicative only and, while Mondoluce will endeavour to deliver within the time so specified, under no circumstances will Mondoluce be liable for any loss or damage of any kind whatsoever caused directly or indirectly by the failure to meet the delivery date.
15. Mondoluce's obligation to deliver goods to the Purchaser is suspended in the event that it is unable to fulfil that obligation due to circumstances beyond its reasonable control, including the failure of a third party to supply the goods, transportation problems, industrial disputes and the acts of any government or authority.

CLAIMS AND GOODS RETURNED FOR CREDIT

16. The Customer will be deemed to have accepted the goods in satisfactory condition and as being in accordance with the order unless it notifies Mondoluce in writing within seven days of receipt of the goods to the contrary.
17. Subject to the obligations of Mondoluce under these terms and conditions in relation to defective goods, all returns of goods and the credit allowed upon the return of goods is at the absolute discretion of Mondoluce. Without limiting this discretion of Mondoluce:
 - a) a minimum 50% re-stocking charge will be applied to goods that Mondoluce allows a Purchaser to return for credit;
 - b) goods will not be accepted for credit beyond 30 days from the date of supply;
 - c) the original invoice number must be quoted in relation to the return;
 - d) credit will only be allowed for goods sourced from a third-party supplier if that supplier agrees to the return of the goods; and
 - e) Mondoluce will not allow credit on the return of specialised or modified products.
18. If Mondoluce agrees to accept the return of goods (other than defective goods), it is a condition of that return that the goods be in their original containers and not be shop soiled or damaged in any way. Returned goods may be rejected or credited at a reduced rate by Mondoluce if this condition is not satisfied.
19. The Purchaser is responsible for all freight and other charges associated with the return of goods to Mondoluce.

WARRANTY

20. No express warranties are given by Mondoluce in relation to goods other than those set out in these terms and conditions. To the extent permitted by law, all other warranties are excluded.

21. The liability of Mondoluce to the Purchaser in connection with the supply of goods, including liability for defective goods, is limited to whichever of the following Mondoluce may elect, namely: the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired. To the extent permitted by law, Mondoluce excludes all other liability, including liability in negligence. Without limitation, Mondoluce will not in any circumstances be liable for any costs associated with the removal of faulty products, installation of replacement products, consequential or special damages, losses or expenses.

22. The Purchaser acknowledges that it has not relied on the skill or judgment of Mondoluce, its employees or agents in determining whether the goods to be supplied are fit for any particular purpose or any design issues related to the use of the goods. To the extent permitted by law, Mondoluce excludes all liability to the Purchaser in connection with the Purchaser's use of the goods or the suitability of the goods for that use.

23. Mondoluce warrants that all goods supplied by it, other than light globes, are free from defects in materials and workmanship for a period of twelve months from the date of supply. This warranty will cease to apply if goods are subject to anything other than ordinary usage or are used in a manner that is not consistent with the manufacturer's or Mondoluce's directions.

24. Manufacturers of goods sold by Mondoluce may provide warranties in excess of twelve months, in which case these are deemed "manufacturers' warranties against defects" and are subject to the manufacturers' own terms and conditions. All manufacturers' warranties against defects exclude liability for any costs associated with the removal of faulty products, installation of replacement products, consequential or special damages, losses or expenses. Mondoluce is not liable for manufacturers' warranties against defects but will endeavour to assist Purchasers wishing to make claims on the manufacturer, provided the manufacturer permits.

25. Before returning any defective goods, the Purchaser must contact Mondoluce and comply with the directions of Mondoluce in relation to the return procedure. Mondoluce is not liable for any costs associated with the removal or reinstallation of goods that are returned, replaced or repaired, including transportation costs.

TITLE

26. Risk in the goods supplied by Mondoluce will pass to the Purchaser immediately upon the goods being delivered to the Purchaser or the Purchaser taking control or possession of the goods (whichever is the sooner) and the Purchaser has the obligation to insure the goods after this time.

27. Title to goods supplied by Mondoluce will not pass to the Purchaser until the Purchaser has paid for the goods in full. Until such time as the goods have been paid for in full, the Purchaser holds the goods as bailee only and must store the goods in such a manner as to show clearly that they are the property of Mondoluce.

28. Until such time as the goods have been paid for in full, the Purchaser is at liberty to sell the goods, in the ordinary course of business, as agent for Mondoluce and must account to Mondoluce for the proceeds of sale.

DEFAULT

29. If the Purchaser does not pay Mondoluce for goods on the due date for payment; or an administrator, liquidator, receiver/manager is appointed to the Purchaser or any of its assets; or a resolution is passed or an application is presented for the winding up of the Purchaser; or the Purchaser becomes insolvent or enters into any arrangement with its creditors; or the Purchaser commits any act of bankruptcy; then Mondoluce may do any of the following without prejudice to any other rights it has:

a) withhold delivery of goods;

b) require the Purchaser to immediately pay Mondoluce all amounts for goods supplied;

c) retake possession of any goods on which title has not passed to the Purchaser and for that purpose the Purchaser authorises Mondoluce by its employees or agents, to enter any premises where the goods may be situated.

30. The Purchaser indemnifies Mondoluce against all costs and expenses (including legal costs on an indemnity basis) incurred by Mondoluce in connection with the recovery or attempted recovery of amounts owing to it by the Purchaser.

CONTRACT

31. A quotation by Mondoluce constitutes an invitation to the Purchaser to submit an order for the goods in the quotation. Mondoluce may accept or reject an order and does not have any obligation to supply goods to the Purchaser until it has accepted the order for the goods from the Purchaser.

32. Once an order has been accepted by Mondoluce, the Purchaser cannot cancel the order without the prior consent of Mondoluce. If Mondoluce consents to the cancellation of an order, that consent is given on the condition that the Purchaser reimburse Mondoluce for any costs, charges, expenses, loss of profit and consequential damage that Mondoluce has suffered or may suffer in relation to such cancellation.

33. The contract for the sale and purchase of goods between Mondoluce and the Purchaser is governed by the law of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.