



GARFIELD ENGINEERING P/L

ABN 90 005 913 137

68 RAILWAY AV
GARFIELD VIC 3814
PH (03) 5629 2490
FAX (03) 5629 2994

12 RETURNED GOODS

A NO GOODS ARE TO BE RETURNED TO THE COMPANY'S WAREHOUSE WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMPANY. AGREED RETURNS MUST BE ACCOMPANIED BY THE APPROPRIATE 'CREDIT' REQUEST FOR GOODS RETURNED FORM. Credit or replacement will be made only after a thorough inspection of the goods has been made by the Company's representatives and their investigation shows that the goods are defective, or were shipped in error, except for goods which are returned as defective, which must be returned complete in one package with all component parts and keys. All goods returned must be of a merchantable and resaleable quality such that the goods are complete in their original packaging, are not shopsoiled, are not price ticketed and are still listed in the current Lane price list.

B CLARIFICATIONS

- 1 All locksets returned as defective must be complete; key locks must have at least one original key.
- 2 Locksets may not be returned simply because of paint smears, surface nicks, abrasion of finish, or any damage due to obvious misuse in the field. Also, the following may not be returned:
 - i) Old locks with new latch
 - ii) New locks with old latch
 - iii) Spindle broken by force
 - iv) Cylinder assembly disassembled
- 3 **ELECTROPLATED FINISHES** - Although the Company applies the finest protective coatings available to the plated surface of its goods, Brass, Bronze and other Antique finishes have their limitations and, in time, the protective lacquer may deteriorate either from exposure to weather, perspiration, extremes of climate, frequency of use or other factors. Tarnishing or excessive wear of these finishes is therefore not a defect but a normal process which is unavoidable. Under the circumstances these finishes cannot be guaranteed and goods will not be repaired or replaced under the Company's warranty on account of tarnishing or wear of finishes. **MOREOVER, THE COMPANY SHALL NOT BE RESPONSIBLE FOR DAMAGE CAUSED TO METAL FINISHES BY ACID OR OTHER SOLVENTS OR CHEMICALS WHILST CLEANING BRICKWORK ETC.**
- 4 All locksets being returned to the Company's warehouses defective must be inspected by the Sales Representative via a Return Authorisation.
- 5 Under no conditions will locksets be accepted for credit that are defective or worn out due to extensive use or years of service.
- 6 **AGREED RETURNS ARE SUBJECT TO A MINIMUM HANDLING CHARGE OF TWENTY (20) PERCENT.**
- 7 Invoice number must be quoted on all claims for credit. If the invoice number is not quoted a 10% surcharge will apply.

13 CANCELLATIONS

No cancellation or partial cancellation of an order by the Purchaser shall be accepted by the Company unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by the Company, will indemnify the Company against all loss, including, without limitation, loss of profit. Cancellation will not be accepted on goods that are not regular stock, which are in the process of manufacture or ready for shipment.

14 TERMINATION

Any contract may at the Company's option be terminated in the event that the Purchaser makes default in the due payment of any invoice or otherwise in the performance of these Conditions of Sale or in the event of the insolvency of the Purchaser or of execution being levied against any of the goods of the Purchaser or of the Purchaser being placed in liquidation whether voluntary or otherwise and upon such termination the Company shall be entitled to repossess and take back at the cost of the Purchaser all goods which remain the property of the Company without prejudice to any right conferred upon the Company by law.

15 WARRANTIES

- A** The only conditions and warranties which are binding on the Company in respect of the state, quality or condition of the goods supplied by it to the Purchaser are those imposed and required to be binding by statute (including the Trade Practices Act, 1974) and to the extent permitted thereby the liability, if any, of the Company arising from the breach of such conditions or warranties shall, at the Company's option, be limited to and completely discharged by either the replacement or repair by the Company of the goods supplied to the Purchaser and otherwise all conditions, and warranties whether express or implied by law in respect of the state, quality or condition of the said goods which may apart from this clause be binding on the Company are hereby expressly excluded and negated.
- B** Except to the extent provided immediately above the Company shall have no liability (including liability in negligence) to any person for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person in relation to the goods and without limiting the generality thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure, breakdown, defect or deficiency of whatsoever nature or kind of or in the goods.

- C** The Purchaser is expected to inspect the goods upon receipt. If damage has resulted from shipment, the Purchaser's only remedy is by making claim against the carrier.
- D** Goods will not be accepted for repair or replacement unless the Company has given prior authorisation IN WRITING FOR THEIR RETURN. Upon receipt of goods returned for repair or replacement, the Company will determine whether goods qualify for repair or replacement; if they do not, the Company will notify the Purchaser of the estimated costs of repair or replacement involved and will obtain the Purchaser's authorisation prior to proceeding. The Company shall have no liability to pay any costs of repair performed by anyone other than the Company, unless in each instance the Company has given prior written approval of such repair in which case the Company will pay what the Company considers to be the reasonable cost thereof.

16 INFORMATION, DRAWINGS AND MATERIALS

- A** All descriptions, specifications, illustrations, drawings, data, dimensions and weights furnished by the Company or otherwise contained in catalogues, price lists or other advertising matter of the Company are approximate only and are intended to be by way of general description only of the goods and are not guaranteed but are subject to change without notice. They shall not form part of the contractual description thereof unless agreed to in writing by the Company in which case such descriptive specifications shall be subject to recognised trade tolerances. Research and development is a continuous function of the Company who reserves the right to make product modifications at any time. Please check on current product design prior to purchase.
- B** The Company reserves the right to furnish materially equivalent substitutes for its products and components.

17 PATENTS

To the best of the Company's information and belief, its goods do not infringe any third parties' Australian patent rights, however, the Company shall have no liability whatsoever to the Purchaser or its customers where any claim or proceedings are brought against the Purchaser or its customers based upon any allegation that the Company's goods, or any part thereof, infringe such rights.

18 ASSIGNMENT

The Purchaser shall not assign its orders nor any of its rights or obligations thereunder without the prior written consent of the Company.

19 PURCHASER'S PLANT

In cases where the goods are made using any special tools, dies, machinery or other equipment provided by the Purchaser to the Company for the purpose of fulfilling the requirements of any order the Purchaser acknowledges that under no circumstances shall the Company be responsible or liable in any way for any loss or damage to such tools, dies, machinery or other equipment which are held by the Company at the risk of the Purchaser. The Purchaser acknowledges that the Company shall not be liable to the Purchaser or to any other person whatsoever if there should be any defect in the design, operation, manufacture or performance of the said tools, dies, machinery or other equipment of the Purchaser.

20 INDEMNITY

The Purchaser in consideration of the manufacture of the goods by the Company hereby indemnifies and shall keep the Company indemnified against all actions, claims, demands, summons, suits, proceedings, judgements, orders or decrees made against the Company resulting from the use by the Company of the Purchaser's special tools, dies, machinery and other equipment and without limiting the generality hereof in particular any matter arising from an allegation or infringement of rights in any registered design, patent or copyright.

21 LEGAL CONSTRUCTION

These conditions shall be governed and interpreted according to the laws of New South Wales and the Company and the Purchaser hereby consent and submit to the jurisdiction of the Courts of New South Wales held in Sydney.

22 WAIVER AND MODIFICATION

No waiver or modification of any of the terms and conditions contained herein shall be effective unless such waiver or modification is in writing and signed by an authorised representative of the Company at its Head Office in Sydney, New South Wales.