

## **8. LIABILITY CONSUMERS**

In the case of Goods which are supplied by the Seller hereunder to a person or corporation (referred to in this condition as "The Consumer") who or which is a consumer within the meaning of the Trade Practices Act 1974

a. except for any other conditions or warranties issued in writing by the Seller and except for those conditions and warranties implied by the Trade Practices Act or other sale of goods or consumer protection legislation which may not be excluded, the Consumer agrees that it has not relied on any inducement, representation or statement made by or on behalf of the Seller in acquiring the Goods and that there are no implied conditions or warranties herein or collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of the Seller).

b. to the extent that the Goods which are the subject of these provisions are goods of a kind not ordinarily acquired for personal, domestic or household use or consumption (within the meaning of the Trade Practices Act) the liability of the Seller to the Consumer for breach of any warranty or condition (other than a warranty or condition implied by Section 69 of the Trade Practices Act) or for breach of any duty of care shall be in all cases be limited at the option of the Seller to:-

(i) the replacement of the Goods or the supply of equivalent goods  
(ii) the repair of the Goods  
(iii) the payment of the cost of replacing the Goods or acquiring equivalent goods or  
(iv) the payment of the cost of having the Goods repaired and (without limiting the generality of the foregoing) shall not include any liability in respect of arising out of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such breach

c. the Goods delivered to the Seller remain at the Consumer's risk. The Seller shall not be liable for any loss or damage to Goods in the Seller's possession whether caused by the negligence of any of the Seller's servants, agents or employees or any other cause whatsoever.

9. In the case of Goods which are supplied by the Seller hereunder to a person or corporation (hereinafter in this Condition referred to as the "Purchaser") who or which is not a consumer within the meaning of the Trade Practices Act 1974.

a. except as provided herein, the Purchaser agrees that it has not relied on any inducement, representation or statement made by or on behalf of the Seller in acquiring the Goods and that there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of the Seller): and

b. any claim for defective goods must be made in writing to the Seller within seventy-two (72) hours after delivery. The Goods in respect of which any such claim is made shall be preserved intact as delivered for a period of fourteen (14) days after such notice is given within which time the Seller shall have the right to attend and inspect the same. Any breach of this Condition shall disentitle the Purchaser to any consideration of such claim. The Seller shall not be liable to make good any expenditure, damages and or loss arising out of any user or dealing with the Goods howsoever such expenditure, damages or loss shall arise and whether from any defect in the Goods or otherwise the Seller's liability being strictly limited to repair or replacement (in the seller's discretion) of the goods being returned to the seller: and

c. the Seller shall not be liable for any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the Purchaser. The Goods delivered to the Seller remain at the Purchaser's risk. The Seller shall not be liable for any loss or damage to the Goods in the Seller's possession whether caused by the negligence of any of the Seller's servants, agents or employees or any other cause whatsoever.

d. the Seller shall not be liable for any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the use of mild steel or stainless steel of less than 304 grade.