



**INDUSTRIAL & AUTOMOTIVE
P A R T S**

TERMS AND CONDITIONS OF SALE

BOLTS & FASTENERS | BEARINGS AND POWER TRANSMISSION | TOOLS,
MACHINERY AND ACCESSORIES | OILS, LUBRICANTS AND FLUIDS |
HOSES AND FITTINGS | ADHESIVES, CHEMICALS AND AEROSOLS |
WELDING | SAFETY GEAR AND EQUIPMENT | LIFTING AND RIGGING

AGREEMENT BY THE PURCHASER TO SALE TERMS AND CONDITIONS

Unless otherwise stated in writing, the following Terms and Conditions shall apply:

1. Quotations and Acceptance

- (a) Quotations are valid for thirty (30) days and represent no obligation, until the Company, Industrial and Automotive Parts Pty Ltd (to be referred to as IAP throughout this document), accepts the Purchaser's Order.
- (b) IAP's conditions shall apply to the entire exclusion of those of the Purchaser, and no variation thereof shall be binding upon IAP unless, and until, accepted in writing (email) by a duly authorised person on behalf of IAP.
- (c) Emailed orders will be accepted only with the Purchaser's official Order Number.

2. Price and Delivery

- (a) Delivery will be ex-works and goods will be packed to the normal specification of IAP requirements, in non-returnable packaging. Courier/freight and handling will be arranged at the expense of the Purchaser and will form part of the invoice.
- (b) Any delivery period is an estimate only and commences upon IAP acknowledging the Purchaser's Order. Provided IAP takes all reasonable steps to deliver the goods at the time stated, IAP shall be under no liability for any delay or failure in delivery service.
- (c) IAP reserves the right to deliver in more than one consignment and to invoice each consignment separately.
- (d) Any offer of 'free delivery/shipping' is subject to change, alteration, or termination by IAP at its sole discretion at any time and for any reason.

3. Title and Risk

- (a) Legal title to the goods shall remain with IAP until payment has been made and received for the price of the goods and for the price of any other goods or services previously or subsequently supplied by IAP to the Purchaser, whereupon, with payment satisfactorily received by IAP, such title shall pass to the Purchaser.
- (b) Insofar as the goods being delivered to the Purchaser, and during transit, being prior to the time when the title thereto passes to the Purchaser, the Purchaser shall hold the goods as the fiduciary agent and bailee of IAP, and the Purchaser shall accordingly be liable to account to IAP for the goods.
- (c) Notwithstanding the retention by IAP of legal title to the goods, the risk in the goods shall pass to the Purchaser upon delivery to the Purchaser's delivery address, and the Purchaser shall arrange for IAP's interest in the same to be noted on all relevant insurance policies.

4. Payments

- (a) Payments to IAP shall be due **thirty (30) days** from end of the calendar month as dated on the Purchaser's invoice, except where IAP stipulated C.O.D terms.
- (b) Any discounts specified by IAP shall apply only where payment is received as indicated above. Payment shall not be withheld due to any claim by the Purchaser against IAP.
- (c) IAP reserves the right to suspend deliveries where payment for any orders, related or otherwise, have not been made by the due date and remain outstanding.

5. Manufacturer's Warranty or Guarantee

- (a) All goods and software are supplied on condition that the liability of IAP, in contract, or otherwise, shall in no circumstances extend beyond the liability to IAP of the manufacturer or supplier of such goods or software. In particular, and without limitation, the benefits of the supplier/manufacturer's guarantee or warranty attaching to the goods or software shall be made available to the Purchaser.
- (b) Details of aforementioned guarantee, warranty, and licence (if applicable) are available upon request from IAP.

6. Force Majeure

IAP shall have no liability in respect to the failure or delay in delivery, or in performance of any obligations under the contract due to any cause outside the control of IAP, including, but not limited to: acts of God, such as fire or floods; war; civil disturbances; riots; acts of Government, such as currency restriction; industrial dispute; unavailability of materials; or failure of supplier or carrier or sub-contractor to deliver on time.

7. Price Variation

IAP reserves the right to increase the price of goods in proportion to any increase of costs to IAP between the date of acceptance of the Order and the date of delivery (including, and without limitation, costs relating to exchange rates, labour, materials, transport and taxes) or where the increase is due to any act or default of the Purchaser, including, and without limitation, the cancellation by the Purchaser of part of any order, or non-adherence to agreed call-off, or scheduled delivery arrangements.

8. Cancellations and Returned Goods

No goods are to be returned to IAP without an RGA (Returned Goods Authorisation) Number, which IAP will assign once the return is approved. A copy of the RGA Terms and Conditions can be obtained by emailing a request to info@industrialautomotiveparts.com.au. If goods are accepted for return, a 20% Restocking Fee (of the cost of returned goods) will apply.

(b) Agreed Returns must be made at the expense of the Purchaser and must arrive in original condition and still be in the original packaging.

(c) Cancellations will not be accepted by IAP unless under extraordinary circumstances. If IAP agrees to accept the full or part cancellation of an order, a charge of 20% of the total order price will be invoiced by IAP and made payable by the Purchaser.

9. Our 'Quadruple' Time Savers Guarantee

In the case where our Quadruple Time Savers Guarantee applies, please view our terms on page 2 for the details and restrictions of the guarantee.

ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE

I hereby declare that I agree to the Terms & Conditions specified in this document:

Authorised Signatory: Full Name and Signature

Company Name:

Dated:

TERMS AND CONDITIONS OF SALE - INDUSTRIAL AND AUTOMOTIVE PARTS PTY LTD (ABN 73 632 119 601)

HEAD OFFICE: UNIT 4, 31 GOVERNOR MACQUARIE DRIVE CHIPPING NORTON NSW 2170

VISIT US ONLINE: WWW.INDUSTRIALAUTOMOTIVEPARTS.COM.AU - PHONE: 0405 427 427



**INDUSTRIAL & AUTOMOTIVE
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OUR QUADRUPLE TIME SAVERS GUARANTEE

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So, you want to know more about our Quadruple Time Savers Guarantee? Read below for the details.

At IAP, we have industry-leading turnaround times, a rapid quoting system & the largest network of parts manufacturers to bring you the parts you need, in a fraction of the time. That's why we guarantee to:

1. Reduce time spent searching for parts
2. Reduce time spent chasing suppliers
3. Reduce parts turnaround time
4. Reduce operational downtime

If you don't see reductions in these 4 areas after partnering with us for 6 months, then we will give you free freight for an entire month!

Here's the deal:

We work really hard at IAP to ensure we deliver the best possible service, and we are so excited to be able to offer this guarantee to our customers. This is a bloody amazing guarantee, so there are several criteria we want to make sure you understand.

1. The Quadruple Time Savers Guarantee applies to all new customers who sign on (and are approved after an internal credit check conducted by IAP) for a 30-day EOM trading account with IAP after 15 September 2022. If you are a current non-account customer, and you sign on to our 30-day EOM trading account for the first time after 15 September 2022, you qualify too.
2. This guarantee is a BONUS to your services with us. If this guarantee is the only reason you're working with us, then don't do it – because there are lots of variables that can impact whether the guarantee applies.
3. We will confirm your eligibility for the Quadruple Time Savers Guarantee at the time we approve your trading account with us.
4. To be 'partnering' with IAP means you must fulfill the following:
 - a. You place a minimum of 1 valid order with IAP (subject to our sale terms and conditions), every week, for a minimum of 6 months from the date you sign your trading account form.
 - b. Your minimum monthly spend for each of the 6 months is \$3000.00.
 - c. You pay on time according to our payment terms.
 - d. This means you need to consistently deal with our team, placing orders every week, for a minimum of 6 months, spending at least \$3k per month, paying on time each month.
5. Your supplier pool prior to partnering with IAP included a minimum of 5 different suppliers (not just different branches of the same supplier).
6. Your business has a tangible way of calculating your operational downtime and you have at least 12 months records of your downtime prior to partnering with IAP.
7. You need to work with us to allow these reductions to take effect – that means if we can supply a wide range of parts that you currently source from multiple suppliers, yet you only use us for 1 or 2 items, then the guarantee is voided. We are doing this at all our own risk...frankly, we don't care about your loyalty to the multitude of suppliers that currently waste your time. We don't claim to be able to supply every single part you need, but we are very confident you will save time by reducing the number of suppliers you currently deal with.
8. You need to take our advice on time-sensitive orders – that means if we give you an ETA on an urgent part, but you take another day getting 2 more quotes, then come back to us for the original ETA, the guarantee is voided. We always do our best to get your machinery back up and running in a breakdown situation (hello 'urgent parts service!'), but if you insist on taking the long road to get parts to your door, you will only have yourself to blame.
9. After 6 months of partnering with IAP, provided you meet the criteria above, we will have a 6-month 'catch-up' where you can let us know how we have performed over these 4 areas.
10. If you are aware of any issue or circumstance that would impact our ability to fulfil our obligations under this guarantee and you don't disclose that to us at the time you sign up with us, the guarantee is voided.
11. This guarantee only applies to the first 6 months of your partnership with IAP. If you choose to continue using our service after this time (which our 98% retention rate suggests you will), this guarantee no longer applies. For the record, we always strive for these results with every customer, every day, no matter what. The time saving you achieve in the first 6 months is only the tip of the iceberg!
12. You can't otherwise breach the terms and conditions.
13. Our terms and conditions are final.
14. TL; DR (that's Too Long; Didn't Read): don't enter this with anything but good faith. We will do the right thing, and you need to do the right thing too. The aim here is to dramatically improve the flow of your business so you can spend less time focusing on researching parts, chasing suppliers, waiting for orders and downtime costs. We want to make your job easier, by taking the pressure off these 4 areas of your business. At your 6-month 'catch-up', we will chat about how we have helped your business since working together, and if you (a) meet the criteria, and (b) show us (subject to terms above) how we have not saved you time in these areas, we will give you free freight for an entire calendar month (within all Australian Metro cities, not including urgent orders).