

STANDARD TRADING TERMS

PRICES - Unless otherwise stated, all prices quoted by BENELEC are net and are excluding any GST, taxes, Duty, Freight and Insurance. Freight and Insurance are payable by the customer. Prices published in our Price List are indicative and should only be taken as a guide. Prices must be CONFIRMED at the time of Placement of orders. The publication of a Price List does not imply acceptance of orders by BENELEC at listed prices. Any cable order that requires despooling will incur a service charge of \$25.00.

FREIGHT - Delivery in the Sydney Metropolitan Area is free of charge for orders of \$500.00 or more, if the customer is a Benelec account holder. Freight will be consigned to a Carrier of BENELEC's choice unless instructed in writing to the contrary. In this case the customer must make their own arrangements with their carrier. BENELEC will not sign any consignment notes with carriers with whom we have no account. The customer indemnifies BENELEC from any claims or charges raised by the Carrier. These instructions will stand until revoked in writing by the customer. Where BENELEC's carrier is used, the freight content will be charged separately. All freight charges for Repairs, replacements or Returns under Warranty or otherwise is at the cost of the customer to and from our warehouse.

PAYMENT TERMS - All sales are payable before delivery by bank transfer, bank deposit or credit card except for account customers with approved Credit facilities. Any account paid by credit card will incur a complying surcharge.

ACCOUNT FACILITIES - BENELEC reserves the right, at its own and absolute discretion:

- to extend Credit facilities to approved customers.
- to set whatever limit it deems fit on these facilities.
- to withdraw credit facilities at any time without prior notice.
- to discontinue supply to customers who's accounts are overdue or whose credit limits have been exceeded.
- to refuse to deliver goods on a C.O.D. basis.
- Credit accounts will not be offered where the anticipated level of turnover will average less than \$500.00 per month over a 3 month period.

SETTLEMENT TERMS - Approved 30 day accounts are payable within the calendar month following the month of delivery. 14 day accounts are payable within 14 days from invoice date. Statements are issued within 3 working days from the end of the month. Supply of goods will be automatically discontinued on overdue accounts. Amounts outstanding after requests for payment have not been heeded will be subject to collection via legal action.

DELIVERY DATES - Delivery dates quoted by BENELEC are only indicative and are based on estimates derived from information available at the time. BENELEC cannot be held accountable for unforeseen and/or unavoidable delays outside BENELEC's control.

CHANGE WITHOUT NOTICE - Prices, Brands, Packaging and specifications of all items are subject to change without notice.

ORDERS - Phone orders should be confirmed in writing to avoid possible misunderstanding. All orders received are subject to BENELEC's acceptance and confirmation. Orders of less than \$150.00 excluding GST and freight will be charged an administration fee of \$15.00.

INDENT ORDERS - Indent orders are available subject to written acceptance by BENELEC and are subject to 30% deposit of the full order value. The balance is payable on delivery. Any variations in exchange rate from the rate quoted will be adjusted at the time of invoicing.

SPECIFICATIONS, WARRANTY & LIMITED LIABILITY - Please refer to Benelec Warranty terms & Conditions

RETURNED GOODS - Returned goods will not be accepted for credit or replacement, unless prior consent has been given by BENELEC and these returns have been made within 14 days from the date of receipt of the goods. All goods accepted for return are subject to a handling charge of 20% of their invoice value. Returned goods must be accompanied by suitable documentation clearly describing the customers name, address, telephone number and responsible person to contact as well as the Invoice number under which these goods were originally supplied. Returned goods must be suitably packed to ensure no damage in transit. Damaged goods will not be accepted for return.

RETENTION OF TITLE - Legal title to the goods shall remain with BENELEC until payment in full for the goods has been received by BENELEC. Until payment in full for the goods is received by BENELEC the Client shall hold the goods and any goods manufactured from the goods as bailee for BENELEC. The Client hereby grants BENELEC the right to enter upon any premises in the possession of occupancy of the Client for the purpose of recovering any and all goods supplied pursuant to the terms of trade and with respect to which title remains vested with BENELEC.