



CMW Trading Pty Ltd t/as
Condingup Machinery Wreckers
ABN: 27 628 016 393
157 Norseman Road Esperance WA 6450
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Terms and Conditions – Supply of General Work

All sales orders given to Condingup Machinery Wreckers are subject to the following Terms and Conditions:

FORMATION OF CONTRACT

Upon acceptance by Condingup Machinery Wreckers, all orders placed with, and all sales transacted by us whereby goods and/or services are supplied, provided and/or delivered by us to the customer, shall constitute a contract for sale of Goods between Condingup Machinery Wreckers and the Purchaser upon the terms, conditions and other provisions as set out in these Terms and Conditions. No contrary, additional or different terms, provisions or conditions shall be binding on Condingup Machinery Wreckers unless accepted by us in writing.

COMPLETE AGREEMENT

This document represents the full and final agreement of the parties regarding these Terms and Conditions.

MODIFICATION

The Purchaser understands and agrees that:

- No modification or waiver of these Terms and Conditions shall be effective unless made by an authorised representative of Condingup Machinery Wreckers in writing addressed to the Purchaser and specifically referring to these Terms and Conditions;
- No course of action on the part of Condingup Machinery Wreckers shall be deemed to modify these Terms and Conditions;
- Condingup Machinery Wreckers' acknowledgment or acceptance of anything in writing from the Purchaser which is in conflict with these Terms and Conditions and any subsequent delivery of Goods shall not constitute a modification or waiver of these Terms and Conditions.

PRODUCTS

Notwithstanding that all sales may be for goods of a specific description, the Purchaser acknowledges that the Goods are each described in general terms only. The final invoice shall cover the specific quantities of items listed on the face thereof.

WARRANTIES

With respect to any implied term, warranty or condition not permitted to be excluded by law, to the extent permitted by law, the liability of Condingup Machinery Wreckers shall be limited to, at our option:

- The replacement of the Products or the supply of equivalent products;
- The repair of the Products

DELIVERY

Condingup Machinery Wreckers shall deliver all Goods to a carrier or agent for transport/delivery to the Purchaser's place of business or as directed, with all costs of transport borne by the Purchaser. The Purchaser shall bear all risk of loss with respect to the Goods from the moment the Goods are received by the carrier or agent.

PAYMENT & TITLE

The Purchaser agrees to pay Condingup Machinery Wreckers the price in full before the dispatch of Goods, unless the Purchaser has completed and returned a Credit Application Form and we have agreed to extend credit to the Purchaser, in which case the Purchaser agrees to pay the price in full on or before the expiry of the agreed payment period.

If the price is not paid in full as and when due in accordance with the agreed terms, Condingup Machinery Wreckers shall have the right to charge interest at a rate of 1.5% per month from the due date until it is paid and should the account be referred to a collection agency, the Purchaser shall pay an additional 20% collection fee plus legal costs on a solicitor/own client basis.

No title to the Goods shall pass to the Purchaser until the Purchaser has paid the purchase price for the goods sold as shown on the face of the invoice, in full.

DISCLAIMER OF WARRANTIES

All goods are purchased by the Purchaser 'as is' and 'with all faults', and Condingup Machinery Wreckers makes no representation or warranty (express or implied) including, but no limited to, warranties of merchantability or fitness for a particular purpose or any other matter with respect to the goods.

The Purchaser understands and accepts that:

- a) all goods supplied by Condingup Machinery Wreckers are second hand unless specified as new;
- b) subject to Clause 5, no warranty applies to second hand goods;
- c) subject to Clause 5, Condingup Machinery Wreckers shall not be liable for any defects, malfunctions, claims for loss, damage or injury of any kind whatsoever to the Purchaser.

DISCLAIMER OF LIABILITY

Under no circumstances will either party be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Purchaser and/or its servants, agents and contractors and the Purchaser acknowledges this express limit of liability and agrees to limit any claim accordingly.

TERMS OF PAYMENT

All work performed will be on COD (cash on delivery) basis unless prior credit terms have been applied for and accepted. ***Items will not be released until full payment has been made.***

Established credit terms: The customer agrees that ALL invoices will be paid within Thirty (30) days of receiving invoice. The customer also agrees to pay any legal cost associated with any legal actions that may be taken in the event that the amount is not paid within the prescribed time.

If payment goes outside our terms (i.e., 30 days +) Condingup Machinery Wreckers may refuse credit for any future work.

INSURANCE

Condingup Machinery Wreckers takes every precaution to safeguard the customers commodity(s), supplying a locked secure yard and has monitored motion sensor cameras operating 24hrs / 7 days a week. **It is the customers responsibility to carry their own insurance** to guard against theft or malicious damage.

STORAGE

Unless prior arrangement has been made:

Any, and all items not collected within 48hrs of completion of work or left for Condingup Machinery Wreckers to safeguard will be subject to a storage charge. Storage cost for any item start at \$50 + GST per day. This includes weekends / public holidays and the day the commodity leaves our yard.

If during this time the items must be moved to accommodate our other work, additional costs for movement will be incurred. Costs quoted are set out in 15min blocks:

- Labour per person \$26
- Forklifts 2-4t \$55 and
- 7-10t \$75
- Crane hire cost + 20%

The items will not be released until all moneys owing are paid in full.

PROCEDURE FOR DEALING WITH ANGRY OR ABUSIVE CUSTOMERS

At Condingup Machinery Wreckers, we believe that our customers have a right to be heard, understood and respected. We also believe that our staff have the right to work in a safe environment, free from any abuse or harm caused by others. All discussions will be conducted in a civilized manner.

Interruptions while a staff member is talking will not be tolerated and the same respect will be shown to the customer. The customer is asked to be patient and listen carefully to what the staff member is trying to explain. If the customer tries to talk over the top of the staff member, interrupts the conversation, repeatedly uses bad language or threatens staff, the conversation will be immediately terminated.

If a customer still insists on being angry or abusive after terminating the conversation and continues to contact staff, the customer will be asked to formally lodge their complaint/grievance in a writing and NO further communications with them will be conducted over the phone or in person. This method is to enable Condingup Machinery Wreckers to have an audit trail for all communications for future reference.

If a customer visits our premises and is difficult or hostile to any staff member the customer will be asked to leave the premises immediately, if the customer does not comply all staff members have been instructed to call the police.

There are a range of actions we consider to be unacceptable, which can be best grouped as follows:

- Aggressive or abusive behaviour; and
- Unreasonable demands and/or unreasonable levels of contact.

Aggressive or abusive behaviour

- We understand that people can become angry when they feel that matters about which they feel strongly are not being dealt with as they wish. If that anger escalates into aggression or abuse towards our staff, we consider that unacceptable.
- Aggressive or abusive behaviour includes language (whether verbal or written) that may cause staff to feel afraid, threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness. We also consider inflammatory statements, remarks of a discriminatory nature and unsubstantiated allegations, to be abusive behaviour. Where a customer is aggressive or abusive, we may decide to:
 - Advise the customer that we consider their actions offensive, unnecessary and unhelpful and ask them to stop;
 - End telephone calls / appointments / meetings;
 - Terminate all direct contact with the customer;
 - Notify the police. This will always be the case if physical violence is used or threatened; and
 - Take any other action that we consider appropriate to the circumstances.

Unreasonable demands and / or unreasonable levels of contact

- A demand becomes unacceptable when it starts to impact excessively on the work of our staff, or when dealing with the matter takes up an excessive amount of time and in so doing, disadvantages other customers.
- Where a customer is unreasonably demanding, repeatedly contacts us in person, by phone, email etc., we may decide to:
 - Limit contact to telephone calls from the person at set times on set days;
 - Restrict contact to a nominated member of staff who will deal with future calls or correspondence;
 - See the person by appointment only;
 - Restrict contact to written correspondence only;
 - Take any other action that we consider appropriate to the circumstances.

Taking action

- Before we take any action, we will give the customer the opportunity to modify their behaviour. If the behaviour continues, we will take action as set out in this document.
- Customers will be told in writing why a decision has been made, what the alternative arrangements will be and the length of time that these restrictions will be in place

NO persons are allowed to enter any workshop without being accompanied by an Condingup Machinery Wreckers staff member.

All persons MUST report to the office at 157 Norseman Road, CHADWICK WA 6450.