

AMMUNITION GALORE Terms & Conditions

The purchaser acknowledges that until his total indebtedness to Ammunition Galore is discharged he holds the goods sold as bailee of Ammunition Galore and that a fiduciary relationship exists between Ammunition Galore and the purchaser.

In the event that the Purchaser sells the goods to the Purchaser's customers before payment in full for the goods has been made the Purchaser in a position fiduciary shall:

- (a) assign to Ammunition Galore the benefit of any claim against such customers.
- (b) Account fully to Ammunition Galore for the proceeds of the sale of the goods sold or any part thereof until the Purchaser's total indebtedness to Ammunition Galore is discharged.

14. Goods and Services Tax and Government imposts

The prices offered are exclusive of GST or other Government imposts. Should such charges become applicable they will be for the Purchase's account at actuals.

15. Terms of payment

Unless otherwise stated in the offer, prices offered are strictly net. Any payment due to Ammunition Galore shall be made in full not later than fourteen (14) days after date of invoice. If payment is not received, an interest rate of 19.24% will be applied. Ammunition Galore reserves the right to deliver and invoice any item of items compromising the whole or part of any order or to proceed in accordance with Clause 11 hereof.

If delivery is delayed as a result of circumstances beyond the reasonable control of Ammunition Galore then fourteen (14) days after notification by Ammunition Galore that the goods, or part thereof are ready for delivery, payment of 50% of the contract price applicable to the goods or part thereof referred to in the notice of delivery, shall fall due and be paid, the balance becoming payable on delivery or within three (3) months of the date such notification, whichever is the earlier.

Should the Purchaser delay in respect of any payment due to Ammunition Galore then Ammunition Galore shall have the right, in addition to all other rights to which Ammunition Galore is entitled at law, to charge interest on the overdue amount at a rate of 12% per annum in excess of the interest rate prescribed by the Westpac indicator lending rate for overdrafts above \$100,000.00 calculated from the date of the invoice to the date the actual date of full and final payment. Any payment by the Purchaser shall be credited first against any interest so accrued and the balance of payment if any shall be applied in reduction of the outstanding balance of the contract price.

The extension of credit facilities is in any case at the discretion of Ammunition Galore and is subject to confirmation of the receipt of an order however in any event Ammunition Galore retains the right to withdraw credit facilities at any time prior to delivery without further notification.

16. No Refunds on Goods returned for Credit

Goods will be accepted for exchange of a similar item, only by prior agreement or to the extent that they have been wrongly or over supplied. Returned goods shall be delivered to Ammunition Galore free of charge, in order and condition, unused and in the original packaging, accompanied by a dispatch note stating the original invoice number, date of supply and reason for return. Except where goods have been wrongly or over supplied, a charge as determined by Ammunition Galore will be made for handling costs.

Goods made to special order cannot be returned or credited unless not to specifications or otherwise not in accordance with any expressed or implied term of the contract.

17. Shortages in Delivery

Claims for shortages in delivery shall only be accepted by Ammunition Galore if Ammunition Galore is notified in writing within ten (10) days of receipt of the goods.

18. Warranty

Ammunition Galore shall make goods by repair or at Ammunition Galore option by replacement within a reasonable time after notification by the Purchaser defects caused by Ammunition Galore failure to comply with the contract, or which appear in the goods arising from faulty design, material or workmanship provided always that such goods have been properly handled and used and have been operated and maintained in accordance with instructions issued by Ammunition Galore and such defects (whether apparent or not) occur within a period of

- i. Twelve (12) months after the goods have been delivered or
- ii. Fifteen (15) months from the date of notification of readiness for dispatch

Whichever period first expires and Ammunition Galore is notified in writing within seven (7) days of alleged defect occurring and the Purchaser has stated the date and place of purchase.

Where in accordance with the foregoing, the Purchaser has notified Ammunition Galore of an alleged defect, he shall if Ammunition Galore so requires promptly, and at his own expense and risk, return the defective part(s) to Ammunition Galore.

The removal of the defective part and the installation of any repaired or replacement part shall be performed by the Purchaser at his own expense. Where any defective part(s) has been replaced such part(s) shall become the property of Ammunition Galore.

Ammunition Galore shall not be liable for goods of a consumable nature, or those having a low rated service life such as electric lamps, electronic valves and glass components or where any unauthorized repair or alteration to the goods has been performed by the Purchaser or others.

This express warranty is in lieu of any other rights that would otherwise be conferred on the Purchaser under any Law save that this express warranty does not exclude any conditions or warranties implied into this contract by the provisions of the Trade Practices Act or by any other Federal or State Laws to the extent that such condition or warranties may not be excluded by express agreement.

19. Liability of Ammunition Galore

Subject to clause 18 Ammunition Galore shall not be under any liability whether in contract, tort or otherwise from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, damage or loss, including consequential damage or loss whether to persons or property, arising out of this contract or the goods supplied pursuant hereto including any defects therein or anything connected therewith or with repair or replacement or any other work related thereto.

20. When Purchaser is a Consumer

If the basis of a contract is such that the Purchaser is a consumer as defined in the Trade Practices Act or in any other Law of the Commonwealth (or any State or Territory) of Australia, the Purchaser's rights shall be governed by the provisions of the said Act or any such Law to the extent that such liability may not be excluded by express agreement.

If liability may not be excluded by express agreement and where the goods to be provided by Ammunition Galore are not of a kind ordinarily acquired for personal domestic or household use or consumption, then the liability of Ammunition Galore for a breach of a condition or warranty implied by the Trade Practices Act (other than a condition or warranty implied by Section 69) shall be limited to the repair of the goods, or, at Ammunition Galore option, the replacement of the goods or the supply of equivalent goods.

21. Legal Construction

The contract shall be construed and operate in conformity with the laws of the State of Victoria which is hereby deemed to be the proper Law of the Contract.