



Terms of Sale

In the following, 'you' means the individual, partnership, or corporation to whom goods or services may be supplied. 'We' and 'us' mean Blanchard's Bricks & Pavers Pty Ltd ABN 62 070 759 214.

These terms of sale apply to all purchases of goods and services from us. Additional terms of sale apply to specific classes of goods and services. These additional terms of sale may be attached to quotations, estimates, price lists and other documents, and are also available on request.

By Ordering goods or services from us you, agree that -

1. **The price** will be the price current at the time of delivery plus freight, handling and GST, unless otherwise agreed in writing.
2. **Pallets remain our property.** Ownership of the pallets is not included in the sale.
3. **We own the goods until they are paid for.** Goods supplied to you remain our property until we receive payment for all amounts you owe to us. If your account is in default we have the right to enter your premises (or the premises of any associated company or agent) to retake possession of the goods, without liability for trespass or damage. If you resell the goods, or if you sell products manufactured using the goods, then you must keep the proceeds of the sale in a separate, identifiable account until we have been paid in full.
4. **Goods are at your risk** from the moment of delivery or collection. We are not liable for any claim or loss arising from the loading, transporting, or unloading of goods that you collected.
5. **Warranties and representations.** Unless a specific warranty for particular goods is provided to you in writing, we warrant only that goods offered for sale will be generally similar to other goods of the same description. You accept that any particular delivery of goods may vary from goods of the same description displayed, advertised, or delivered on a different occasion.
To the fullest extent permitted by law, all terms, conditions, and warranties, statutory or otherwise, not expressly provided in these terms of sale, are excluded.
To the extent that
 - any term, condition or warranty not expressly provided in these terms of sale cannot be excluded due to the provisions of section 68A of the Trade Practices Act 1974 or any other statute, and we breach such term, condition, or warranty, or
 - you make a claim as provided below and we agree that the goods were damaged or defective at the time of delivery our liability is limited to replacing the goods or crediting you with the purchase price of the goods, at our option.
6. **Delivery.** We will deliver the goods to the delivery address shown on your order. We will unload the goods at kerbside adjacent to the delivery address unless:
 - you ask us to unload the goods elsewhere, and
 - you provide council-approved crossings over kerbs and footpaths, and
 - the carrier is satisfied that access is safe and reasonable.We may charge waiting time if the carrier is delayed at your site for more than one hour for reasons beyond the carrier's control. If the carrier cannot identify the site because the delivery address is inadequate, the goods will be returned to store and you will be charged cartage.
You indemnify us and our carrier against any claim for damages resulting from the entry of the carrier's vehicle onto the delivery site.
7. **Claims.** We will consider a claim for credit if the claim relates to
 - an error on our part in delivery or invoicing, or
 - defects or damage affecting at least five percent by number of the goods delivered. (Natural variation of fired clay products is not a defect.)You must tell us about your claim by phone within 48 hours of delivery and in writing within seven days.
The goods must not be removed from slacks after delivery other than to inspect them.
We are not liable for any loss or damage you suffer as a result of our failure or delay in performing the contract due to reasons beyond our control.
8. **Security.** By accepting these terms of sale you now charge all real property in which you now or in the future have any title or interest with the payment of all money which shall be owing by you to us from time to time and you now consent to the lodging by us of a caveat or caveats which note our interest in that real property.
9. **Law & Jurisdiction** – These terms and conditions are governed by and shall be construed in accordance with the law of the state of New South Wales
10. **Dispute Resolution** – If any dispute or difference arises between the customer and the company regarding any matter agreed to be performed by the company then either party must;
 1. Provide a notice in writing to the other party giving particulars of the dispute and that the parties position in respect of the dispute including any amount/s claimed:
 2. Within 14 days after delivery of the notice required by clause 1 meet with the other party in order to try & resolve the dispute amicably. At such meeting the parties will ensure that a representative with authority to settle the dispute is present:
 3. if the dispute can not be resolved at the meeting required by clause 2 then the matter will be referred to mediation with a mediator appointed by agreement between the parties or in the absence of such agreement by the president for the time being of the Institute of Arbitrators & Mediators Australia:
 4. It is a condition precedent that the parties may only proceed to litigation if the mediation of their dispute or difference is unsuccessful.