

Terms and Conditions Encore Beauty Pty Ltd

Interpretation

In these conditions:

- (a) Buyer means the buyer of the goods.
- (b) "Seller" means the seller of the goods specified overleaf.
- (c) "Goods" means the products and, if any, services specified overleaf.
- (d) "Order" means the order for the goods constituted by this document.

General

The acceptance of this order by the seller includes acceptance of the terms and conditions as the sole basis of the sale to the exclusion of any conditions of sale appearing on any document of the seller. Modification of these conditions expressed in any document of the seller does not apply to this order unless expressly accepted in writing by the buyer.

Alterations

No changes to this order are to be made by the seller without the written agreement of the buyer.

Price and payment

4.

- (a) This order is placed on a firm price basis in accordance with the price(s) listed as per price list and is not subject to increases in price without the buyer's prior approval in writing and includes delivery to the destination stated in this order and the off-loading of the goods by the supplier at the point of destination.
- (b) The buyer shall pay the seller the price invoiced for the goods prior to delivery unless agreed beforehand in writing and if so, the buyer must comply strictly with those terms.
- (c) For non- account holders and orders that are accepted for less than \$500, payment is required before dispatch.
- (d) Payment may be by:-
 - Direct credit to our bank account, as detailed on each invoice.
 - Credit card- Mastercard, Visa or Amex (a 3% fee applies to all Amex transactions and is charged at the time of payment)
 - Cheque-payable to Encore Beauty Pty Ltd. A fee of \$35 will be charged for all dishonoured cheques
- (e) All deposits paid on orders placed are non refundable.

Quotations

- 5. Unless previously withdrawn and subject to 4, Encore Beauty's quotations are valid and capable of acceptance by returning an order within the period of time set out in the quotation and if no period is specified thirty (30) days will be enforced.

Standard to conform to specifications

The seller must ensure that the goods are in accordance with and conform to any specifications, drawings, samples or other description (if any) furnished by the buyer to the seller. Any in-progress inspection by the buyer's employees or agents or other representative does not affect this requirement.

Warranties

The goods must:

- (a) be fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the seller;
- (b) be of merchantable quality and to be free from defect in material and workmanship;
- (c) carry any applicable manufacturer's warranty which passes on to any buyer or customer from the buyer without liability to the buyer. The seller must assign to the buyer at the request of the buyer the benefit of any warranty or guarantee that the seller has received from any supplier (whether under contract or by implication or operation of law).

Inspection and return

All goods are received subject to inspection, and any goods not of merchantable quality must be notified to the seller in writing within 3 working days of delivery. The buyer must hold goods so found to be defective for the seller's instructions and at the seller's risk for a reasonable period not exceeding 60 days. If the seller's instructions are not received within that period, the buyer may return the defective goods to the seller's premises at the seller's expense and risk.

Ownership

- (a) The buyer irrevocably agrees that they assume no title to or ownership of the goods until paid in full.
- (b) The buyer acknowledges they assume no title to or ownership of any trademarks, copyrights, brands or other intellectual property of the seller or the manufacturer of any product purchased.

Replacement

The seller reserves the right to replace any item ordered with a product of similar but no lesser quality if, in the seller's discretion, the order cannot otherwise be completed.

Responsibility

11.

- (a) The goods are at the seller's risk until delivered to the destination stated in this order, at which time they become the buyer's risk subject to these terms and conditions.
- (b) Where the buyer is not collecting the products from the Encore Beauty Showroom, then unless otherwise stated in writing by Encore Beauty, freight costs will apply and be payable by the buyer.
- (c) The delivery times made known to the Buyer are estimates only and Encore Beauty is not liable for late delivery or non delivery.
- (d) Encore Beauty is not liable for any loss, damage or delay occasioned to the buyer or its customers arising from late or non delivery of the products.

Accounts

12.

- (a) Credit accounts and payment plan accounts are available to approved commercial customers. (Terms and conditions apply)
- (b) Credit accounts are available to approved commercial customers. Application for approval is by completing the Encore Beauty Credit Application form.
- (c) Payment plan accounts are available to approved commercial customers for a 12 week payment period. A 20% deposit is required and interest is charged on the balance at 10%.