

GENERAL TERMS OF TRADE

ALL QUOTATIONS, CONTRACTS AND SUPPLIES OF LABOUR AND MATERIALS ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. **“Seller”** means HL Mullane & Son Pty Limited, Mullane Maintenance Pty Limited, Mullane Infrastructure Pty Limited, Mullane Plumbers Pty Limited, or any subsidiary of these companies, or its employees and agents.
2. **“Customer”** means the person or organisation whose order for the purchase of goods and/or services is accepted by the seller. A Customer order can be accepted in writing or verbally. The customer is the person or organisation that places the order, and the customer is responsible for payment of the account regardless of the owner of the property, and also regardless of any pending insurance claims.
3. **“Arrears”** means when the customer has failed to pay the full amount of an invoice to the Seller by the due date as specified on the invoice.
4. **Acceptance of Customer’s Order:** These terms and conditions shall apply to every sales contract and sales of goods and/or services between Seller and Customer. Any terms and conditions of Customer’s order deviating from or inconsistent with these terms and conditions are expressly rejected by the Seller. This rejection also extends to any statement by Customer that Customer’s terms and conditions shall prevail.
5. **Prices:** Quotations are to be treated as estimates only, and subject to withdrawal, correction or alteration at any time before acceptance of Customer’s order by Seller.
6. **Account:** The Customer shall pay the full invoice amount to the Seller by the due date as specified on the invoice. Should the Customer fail to pay the full invoice amount by the due date, then the unpaid amounts will be in arrears.
7. **Recovery Costs:** The Customer acknowledges that in the event of default in payment of an amount due to the Seller, the Seller may refer any resultant debt (inclusive of any interest or other fees whatsoever incurred in accordance with these terms of trade) for collection by a mercantile agent and that upon the happening of such event the Seller will immediately incur a collection cost, being liquidated and ascertainable damages at a rate not exceeding 17.5% of the debt and the Customer agrees to pay and to keep the Seller indemnified for such collection cost, together with all legal costs incurred including the total of any costs incurred by the Seller in the engagement of a Legal Practitioner and any and all other costs or charges whatsoever incurred incidental to collection of the debt
8. **Administration Fees for Accounts in Arrears:** An administration fee will apply at the rate of \$30.00 per month or any part thereof in which monies remains in arrears.
9. **Warranty:** The Seller shall only be bound by an Express Warranty or Guarantee if same is in writing. Goods sold shall only have the benefit of a manufacturer’s warranty if the Customer has complied with the manufacturer’s instructions in relation to the operation and maintenance of the said goods. The Seller is not otherwise liable for any direct, indirect or consequential loss or damage howsoever arising or occurring, whether founded in tort, contract, statute or otherwise.
10. **Refund / Return Policy:**
Under the Trade Practices Act 1974 you may seek a refund if the service we have supplied:
 - is or becomes faulty through no fault of your own
 - is not fit for a stated purpose or a purpose you made known to our management team
 - has defects that were not obvious or we did not bring to your attention.

HOW TO PAY:

- **Mailing your payment:** Please send cheques or money orders to PO Box 370, Hunter Region MC, NSW 2310.
- **Direct Deposit:** BSB 032505, Account 641432. Please use the invoice number as the payment reference.
- **By Telephone:** payments can be made over the telephone using Visa, Mastercard or Bankcard
- **Secure Payments on Internet:** payments can be made on our website www.mullane.com.au
- **In Person:** at 16 Old Maitland Road, Sandgate.