

# Terms and Conditions of sale

## 1. Definitions

- 1.1 "Seller" shall mean Indico Pty Ltd  
1.2 "Buyer" shall mean the buyer or any person or seller acting on behalf of and with the authority of the Buyer.  
1.3 "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the seller to the buyer (and includes any incidental supply of services).  
1.4 "Services" shall mean all services supplied by the Seller to the Buyer and includes any advice and any recommendations (and includes any incidental supply of goods)  
1.5 "Debtor" shall mean the person, company, partnership, trust, organisation or any other entity that owes a Debt to the Buyer.  
1.6 "Debt" shall mean the amount of money that is owed to the Buyer by the Debtor.

## 2. Acceptance

- 2.1 Any instructions received by the Seller from the Buyer for the supply of goods/services and/or acceptance of goods/services to the Buyer shall constitute acceptance of the terms and conditions contained herein.  
2.2 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.

## 3. Privacy Act 1988

- 3.1 The Buyer warrants that no bona fide dispute exists in respect of the debt and that the Buyer will indemnify the Seller against any claims arising from any action taken by it or on the Buyer's behalf.  
3.2 The Buyer further warrants that all information provided to the Seller regarding the Debtor, has been collected in accordance with the principles contained in the Privacy Act, 1988 and that the Debtor has authorised the use or disclosure of that information to the Seller and the use or disclosure of that information in any way deemed necessary by the Seller for the purpose of collecting the Debt from the Debtor for the purpose of credit referencing.  
3.3 The Buyer further warrants that it obtains prior consent of any individual, company or other entity prior to requesting the Seller to complete a credit check on that individual, company or other entity.  
3.4 The Buyer authorises the Seller to the extent permitted by law to collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing any goods and services provided by the Seller to any other party.  
3.5 The Buyer authorises the Seller to disclose any information obtained to any person for the purposes set out in clause 3.4.  
3.6 Where the Buyer is a natural person the authorities under (clause 3.4 & 3.5) are authorities or consents for the purposes of the Privacy Act 1988.

## 4. Fair Trading Act 1987

- 4.1 The Buyer warrants that the amount claimed for collection costs does not include any debt collection costs. If debt collection costs are sought, they must be;  
(a) Separately identified  
(b) Properly recoverable by reason of notification to the Debtor at the time of supply/sale.  
4.2 The Buyer indemnifies the Seller against any penalty or liability incurred by the seller for any breach of the above warranties.

## 5. Price and Payment

- 5.1 The Price for Goods shall be as provided by the Seller within 30 days of quoted price.  
5.8 Freight is not included in the item price and is payable by the Buyer.  
5.9 Title of goods sold and delivered shall pass to the Buyer upon payment in full by the Buyer to the Seller. The Seller shall be entitled (in the event of the Buyer defaulting from the above terms and conditions) the right to seize and repossess all goods supplied by the Seller with prior notice, that are the subject of the Buyer default at the Sellers discretion.

## 6. Trading Accounts

- 6.1 Trading accounts are not available for any Buyer who is an individual or a team.  
6.2 Goods shall not be released to any Buyer without an approved application form and guarantee.

## 7. Disclaimer

- 7.1 The Buyer hereby disclaims any right to rescind or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Buyer.

## 8. Trade Practices Act 1974

- 8.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Trade Practices Acts of each of the states and territories of Australia, except to the extent [remitted by those Acts where applicable.

## 9. Default & Consequences of Default

- 9.1 If the Buyer defaults in payment of any invoice when due. The Buyer shall indemnify the seller from and against all the Seller's legal costs and disbursements for collection or attempted collection of the defaulted amount calculated on a solicitor and own client basis.  
9.2 If for any reason invoices are not paid within seven days of the Seller's account being rendered, then the Seller reserves the right to withhold action on further orders until the account is paid in full.  
9.3 If the Buyer does not comply with the Seller's terms of payment then the Seller reserves the right to cancel any outstanding orders in the buyer's name.

## 10. Ordering Procedures

- 10.1 All orders must be placed using the Seller's order form and all individual numbering and naming must be provided on Seller's number form filled in by the Buyer.  
10.2 Orders will not be processed until all information is provided by the Buyer.  
10.3 Overview of order will be faxed by the Seller to the Buyer upon placement of order. The Buyer is obligated to check, sign and forward back to the Seller prior to commencement of the order.  
10.4 Changes or amendments may not be accepted once an order has been placed. Surcharges may apply and delivery may be delayed.  
10.5 Artwork must be approved in writing by the Buyer prior to commencement.  
10.6 The Seller endeavours to deliver each order 6 to 8 weeks from the date received. This approximate despatch date will be shown on the overview of order. Any special requirements for delivery dates must be pre arranged with the Seller.

## 11. Cancellation

- 11.1 Production commences immediately upon receipt of signed order overview. Orders may not be cancelled by the Buyer after this time.  
11.2 The Seller may cancel this contract at any time by giving written notice. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

## 12. No Set off By Buyer

- 12.1 The Buyer shall not set off against the price amounts due from the Seller whether under the applicable contract of sale or otherwise.

## 13. Debtor Payments.

- 13.1 The Buyer shall upon receiving payment for a debt from a Debtor immediately notify the Seller of the Debtor payment. This can be done by phone, fax, e-mail, and post or through the Sellers website.

## 14. Miscellaneous

- 14.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.  
15.2 All goods or services supplied by the Seller are subject to the laws of Australia and the Seller takes no responsibility for changes in the law, which affect the coupons or goods or services supplied.  
15.3 The Seller shall be under no liability whatever to the buyer for any indirect loss and/or expense (including loss or profit) suffered by the Buyer arising out of a breach by the Seller of this contract.  
15.4 The Buyer indemnifies the Seller and agrees that the Seller shall not be a party and/or liable for any action brought against the Buyer or Seller, by a Debtor in relation to any debt that the Buyer has given to the Seller for collection.  
15.5 The Seller reserves the right to review these terms and conditions at any time from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take affect from the date on which the Seller notifies the Buyer of such change.