



TERMS AND CONDITIONS OF SALE

AVAILABILITY

All inventories are subject to prior sale.

TERMS

Strictly NET 30 DAYS from the end of the month in which the good are sold.

PRICES

Maptco reserves the right to revise or amend the recommended prices and information set out in its current In Stock Fastener List without prior notice.

The carton quantities referred to in Maptco price list are the MINIMUM SALE QUANTITY.

SPECIAL PRICES on bulk items available on request.

GST - Customers are liable to pay GST on all items shown, and will be charged at the applicable rate.

GOODS

Goods shall remain the sole and absolute property of Maptco as legal or equitable owner until such time as the purchaser shall have paid to Maptco the agreed price. Following such payment, title to the goods shall be transferred to the purchaser provided that payment shall not be deemed to be made until any cheque in payment has been duly honored.

SALES

All prices are subject to change without notice. All written quotations are based on market conditions and the prices are valid as stipulated on the quote. While all care has been taken in producing this catalogue, Maptco accepts no responsibility for any errors or omissions.

PLATING

All plating charges are extra on request. Products plated by sources other than Maptco Fasteners are not guaranteed and not subject to return.

MODIFICATION

Fasteners which are modified or altered in any way by sources other than Maptco Fasteners are not guaranteed and not subject to return. Any product that has been specially manufactured cannot be returned for credit





DISCLAIMER

(a) Where the goods were acquired or held out as being acquired for re-supply or for being used up or transformed, in trade or commerce, in the course of a process of production manufacture, repair or treating other goods or fixtures on land then all warranties and conditions express or implied whether by statute regulation custom or usage are hereby expressly excluded and Maptco Fasteners (Aust) Pty Ltd shall not be liable for any actual consequential or other loss expense or damage arising or related in any way to the supply or use of the goods, or their non-performance.

(b) Where sub-clause (a) does not apply or where legislation or regulation prescribes unavoidable warranties or conditions then the liability of Maptco Fasteners (Aust) Pty Ltd for any breach shall be limited to either the replacement of the goods or the supply of equivalent goods, or payment of the cost of replacing the goods or of acquiring equivalent goods as Maptco Fasteners (Aust) Pty Ltd in its absolute discretion thinks Pt.

(c) Whilst every care has been taken in preparing this publication, Maptco Fasteners (Aust) Pty Ltd shall not be liable to any purchaser relying on any fact, matter or representation. Purchasers should satisfy themselves as to the suitability and fitness of any product advertised, before placing order.

RETURNS

Goods returned to credit will not be accepted unless authorised in writing and accompanied by a request for credit showing the original invoice number, date and reason for return. Freight and handling charges for authorized returns must be prepaid by the Customer.

Acceptance of goods returned for credit does not imply agreement to issue a credit note. A credit note will only be issued if the returned goods are found to satisfactory by Maptco. The Products must be in original packaging and in resaleable condition to be accepted for credit.

Any Products that are not in resaleable condition (as determined by Maptco) will not be accepted by Maptco.

Maptco may charge the Customer a restocking fee of up to 20% of the invoiced value of any Products returned for credit.

Any claim by the Customer in relation to the Products must be notified in writing within seven calendar days of delivery. Any such claim that the Customer does not so notify within this time shall be deemed to be absolutely waived.





LIABILITY

To the extent permitted by law, all conditions or warranties expressed by law are excluded and Maptco's liability, in negligence or otherwise, for breach of a condition or warranty in the supply of the Products whether expressed or implied, including any indirect or consequential loss which the Customer may sustain or incur, shall be limited to one of the following at the election of Maptco:

- (a) Replacement of the Products or supply of equivalent Products; or
- (b) Payment of the cost of replacing the Products or acquiring equivalent Products.

Maptco is not liable for any loss or damage arising as a result or consequence of any failure to deliver the Products or delay in delivery of the Products caused by any event of any kind.

INSPECTION BY PURCHASER

The purchaser is obliged to open and check all goods supplied and to report any alleged deficiency with details of the invoice number and specification of the claim within 7 days of the date of delivery. Any claims made outside that time will not be accepted for credit. For any material that proves defective, Maptco shall, at its option, either replace, exchange, or provide Purchaser with refund or credit for the purchase price. Maptco's sole responsibility is limited to actual replacement of the material involved. Maptco accepts no responsibility for labor or kindred claims.

LIMITED WARRANTY AND EXCLUSIVE REMEDY

Maptco Fasteners warrants that the products in this catalogue conform to industry standards as noted herein. THIS WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATION ON THE PART OF MAPTCO FASTENERS. Maptco Fasteners will replace free of charge (excluding all shipping and handling costs) any products which have not been produced in accordance with these industry standards. This warranty shall not extend to include any products which have been plated, modified, misused or abused by the user. Maptco Fasteners at its sole discretion shall determine compliance with the warranty set forth above. THE REMEDY PROVIDED FOR HEREIN SHALL BE THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR ANY CLAIM ARISING IN ANY WAY OUT OF THE MANUFACTURE, SALE OR USE OF THESE PRODUCTS. In no event shall Maptco Fasteners be liable for consequential, incidental or any other damages of any nature whatsoever, except as set forth herein for any breach of warranty or any claim arising in any way out of the manufacture, sale or use of these products. This warranty shall be the sole warranty, expressed or implied.

