



TERMS AND CONDITIONS OF SALE

St John Ambulance Australia (NSW) (hereinafter referred to as "SJAA")

Overview

All St John Ambulance branded First Aid Kits Components are sold on condition that they meet St John or Manufacturers Quality Standards and are fit for the purpose as set out in our specifications/manuals. Brands other than St John are subject to individual manufacturers Terms Conditions of Trade.

Unless otherwise agreed in writing on behalf of SJAA, all goods and services ordered by a customer from SJAA shall be supplied on the following terms and conditions.

1. Price

The price for goods and/or services shall be SJAA's current price list price or current quoted price (as the case may be at the date on which the order is accepted and supplied by SJAA). SJAA is entitled to adjust any price stated on the current price list to take account of variations in the cost of SJAA.

2. Payment

Payment shall be in cash, credit card, bank transfer payment or cheque before delivery of the goods or performance of the services, except where the customer operates an approved account with SJAA, in which case payment shall be made within 30 days of the date of SJAA's invoice for the goods.

3. Delivery

A packaging/delivery fee may be applicable. Large or major consignments freight fee will be quoted to client prior to dispatch. SJAA is entitled to adjust the current delivery fee to take account of variations in the cost to SJAA.

4. Risk

The risk in goods shall pass to the customer on delivery to the customer's delivery destination. However, ownership remains with SJAA until such a time as full payment is made.

5. Delay

SJAA will endeavour to fill orders promptly, but will not be liable in respect of any delay occurring in the supply of goods and/or services and all consequences of such delay.

6. Amendment of Order

Where the customer desires to amend the order or delivery schedule and SJAA is prepared to accept the amendment, the price shall be amended to include the additional costs resulting from the amendment.

7. Warranties and Limitation of SJAA's Liability

Prices may change, subject to manufacturers and cost increases.

(a) The customer shall receive the benefit of all warranties and conditions which are implied by law and which SJAA may not lawfully exclude.

(b) Subject to (a) but to the fullest extent permitted by law, SJAA excludes all other implied warranties and conditions and limits its liabilities for a breach of an express or implied term, condition or warranty of this contract to one of the following at the option of SJAA:

(i) in the case of goods, to the replacement or repair of the goods or the cost of replacing or repairing the goods, excluding any freight charges.

(ii) in the case of services, to the supplying of the services again, or the cost of supplying the services again.

8. Returned Goods and Claims Procedure

(a) The following procedure in respect of returning goods and making claims in conjunction with any alleged breach of any express or implied term, condition or warranty of this contract is designed to facilitate prompt handling of customer claims and to enable both SJAA and the customer to mitigate any loss which either may suffer as a result of the alleged breach.

(b) The customer shall notify SJAA in writing within 7 days of the customer intention to mitigate any loss, which either may suffer as a result of the alleged breach.

(c) The customer shall notify SJAA of the customer's intention to return any product prior to its return. Please quote invoice number. SJAA will notify the customer of arrangements for the inspection of the product prior to its return or of arrangements for its return, such return being at the expense of the customer.

(d) At SJAA's discretion, goods incorrectly ordered by the customer must be returned in good condition within 7 days at the customer's expense prior to the issue of a credit note. Goods may be subject to a restocking fee of 15% of purchase price. No returns will be accepted after 30 days.

9. Goods and Services Tax

Where applicable a tax invoice with GST will be issued for all goods.

10. Intellectual Property

Use of any intellectual property must have written authority of SJAA. Exclusions are registered names, trademarks, logos, and specifications in training or product promotional material produced and commercially distributed to SJAA.