

Mullins Wheels Pty Ltd

ABN 82 007 725 082

Conditions of Supply and Sale

Mullins Wheels Pty Ltd agrees to sell goods or service (details by invoice) to the buyer and the buyer agrees to purchase goods on these terms.

1. Payment and Interest

- (a) The buyer shall pay Mullins Wheels Pty Ltd the full amount of each invoice by the 30th day of the month following the invoice date.
- (b) Mullins Wheels Pty Ltd shall be entitled to charge interest at the rate of 18% per annum from the date of due payment until the date of actual payment.
- (c) All recovery costs incurred by Mullins Wheels Pty Ltd arising out of the buyer(s) failure to pay by the due date including debt collection costs, full legal costs and all disbursements shall be payable by the buyer on demand.

2. Reservation of Title

- (a) Ownership of the goods shall not pass to the buyer until the buyer has paid Mullins Wheels Pty Ltd in full.
- (b) The buyer shall hold the goods as bailee of Mullins Wheels Pty Ltd.
- (c) If the buyer sells the goods, the buyer sells as agent for Mullins Wheels Pty Ltd and agrees to keep the proceeds in a separate account on trust for Mullins Wheels Pty Ltd.
- (d) If the buyer uses the goods or part of them as part of a constituent or another article made by the buyer, the article shall belong to Mullins Wheels Pty Ltd when the goods are connected with, or become part of the article. The buyer agrees to hold the article in accordance with the provisions of 2(a) and 2(b).
- (e) Risk in the goods shall pass to the buyer on delivery. Any monies received by the buyer because of damage to, or destruction or loss of the goods shall be as trustee of Mullins Wheels Pty Ltd and held in a separate account.
- (f) The buyer authorises Mullins Wheels Pty Ltd and its agents to enter the buyer's premises or the premises where the goods may be, for the purposes of inspecting and/or repossessing them.

3. Returns

Mullins Wheels Pty Ltd shall not accept the return of goods without prior agreement and such returns are at the cost and the risk of the buyer. Such goods as are accepted for credit are subject to deduction for late return as follows:

Up to 10 days	Full Credit
10 to 21 days	Less 10%
22 to 30 days	Less 15%
31 days and over	No Credit

and Mullins Wheels Pty Ltd will not accept a return of any decorative alloy, chrome or painted wheel after a tyre has been fitted.

- 4. All quotations and orders are accepted only upon and subject to Mullins Wheels Pty Ltd conditions of contract as herein printed which are to have full force and effect. Unless expressly accepted in writing any qualifications of these conditions in the buyer's order form is to be deemed inapplicable.

- 5. These conditions shall not be read or interpreted so as to exclude any conditions necessarily implied by the legislation of the Commonwealth of Australia and its states and territories.