



TERMS & CONDITIONS OF SALE

1. PRICING

All prices quoted are net excluding GST and are subject to change without notice. All prices are ex JSG Industrial Systems Pty Ltd (*herein known as JSG*) warehouse.

A minimum order value of \$75.00 ex GST and freight charges applies to all purchase orders placed through email, fax or through JSG's Web Online.

JSG also offer our customers to purchase product at lower prices through either placing orders via indent or forward orders under a special agreement approved by the National or International Sales Management.

A credit card surcharge will be applied to credit card payments for payment of account as follows:

AMEX Cards – 2.5% Surcharge

MasterCard/Visa – 1.5% Surcharge

2. TERMS

Net thirty (30) days from end of month **statement**.

Until payment in full is received and the customer has completely performed all obligations under the contract, the property of the goods remains with JSG and if in the customers possession, will be held as Bailee and returned immediately unused and undamaged upon demand. Any monies received as a result of such dealing, shall be held by the customer for the benefit of JSG.

3. CANCELLATIONS

Cancellation of orders for stock products may be accepted in part or whole, up until the time of despatch. No cancellation of an order will be accepted after the product has been despatched from JSG premises. Orders for non-stock products cannot be cancelled if:

- (a) Once an in-house conversion or production item has commenced
- (b) If the non-stock order has been placed on a supplier and they will not accept cancellation.

All requests for cancellations must be notified in writing and approved by JSG customer liaison.

4. FREIGHT

JSG offers free into store delivery to the point of order to all Australian customers when the value of a Sales Order is \$20,000 (excluding GST) or greater. If the value of the Sales Order is less than \$20,000, JSG can organise standard freight to the point of order, this can be by either Air Bag, as long as the order will fit and be under the 5Kg Airbag weight, at a cost of \$35.00 (excluding GST) per airbag, or Standard Road Freight at \$65.00 (excluding GST) per Sales Order.

For sales orders which do not meet the criteria of an airbag, the customer order will automatically be shipped by road freight at a cost of \$65.00 (excluding GST) per sales order. JSG will select the most efficient means to despatch the order to the customer.

A customer can nominate their own freight carrier by advising JSG of the carrier name, account number and required shipping method on each purchase order. Where orders do not specify freight, JSG will ship by the most efficient means at a cost of \$65.00 (ex GST) for Road Freight and \$35.00 (excluding GST) per airbag. The goods will be supplied from the JSG warehouse ex works.

The customer is responsible for insurance to cover any potential damage in transit.

International Customers are required to use their own freight carriers and all pricing is ex works.



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5. CLAIMS

Claims of short shipment, incorrect goods, and incorrect parts ordered or goods damaged in transit, are outlined below.

5.1 DAMAGED IN TRANSIT GOODS USING JSG CARRIERS

If goods are received in a damaged condition as a result of mishandling by the JSG nominated carrier, a Non Warranty "Damaged in Transit" Request must be lodged within 24 hours of receipt. The following procedure must be followed for the claim to be processed:

- a) The consignment note has to be signed as goods received damaged in the comment section of the consignment note.
- b) Retain a copy of the consignment note for the attachment to the Non Warranty Request for "goods damaged in transit".
- c) Before opening the damaged package, a picture must be taken of the damaged package and attached to the Non Warranty Request.
- d) Picture to be taken of the damages goods and attached to the Non Warranty Request
- e) On collection of the information, complete the Non Warranty Return Request form located on our website <http://www.jsgindustrial.com/support/distnonwarr.html> and attached the copies of the consignment note along with pictures of the packaging & the product.
- f) Once the claim is received by Customer Support, the Non Warranty Request will be submitted to our insurers for assessment
- g) After acceptance of the claim by our insurer the Non Warranty Request will be processed.
- h) To replace the goods immediately a new order needs to be lodged with Customer Support.

5.2 DAMAGED IN TRANSIT GOODS USING DISTRIBUTOR'S CARRIER

In nominating the freight account to ship the goods it is expected that all freight, insurance and any associated charges connected with the shipment, delivery and receipt of goods shall be paid by the purchaser. The purchaser is responsible for any damage caused via their nominated transport company and any claims must be processed through your own insurance company. JSG is not responsible for any damage or cost incurred using your nominated transport. To replace the goods immediately a new order needs to be lodged with Customer Support.

5.3 SHORT SUPPLY

If there is a short supply of items against the quantities shown on the delivery docket, a Non Warranty "Short Supply" Request must be lodged within 24 hours of receipt. The following procedure must be followed for the request to be processed:

- a) A Non Warranty "Short Supply" Request is to be lodged via the JSG website. www.jsgindustrial.com
- b) On the request attach a copy of the consignment note showing that the goods were received intact and undamaged.
- c) Complete the details requested on the Non Warranty Request form.
- d) On receipt of this claim, a complete stock check & movement for the product/s involved will be carried out.
- e) On verification, credit will be raised for the short supplied items.
- f) For replacement products, a new order needs to be lodged with Customer Liaison.



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5.4 INCORRECT SUPPLY

If there is an incorrect supply of items against the part numbers shown on the delivery docket, a Non Warranty "Incorrect Supply" Request must be lodged within 24 hours of receipt. The following procedure must be followed for the claim to be processed:

- a) A Non Warranty "Incorrect Supply" Request is to be lodged via the JSG website www.jsgindustrial.com
- b) Complete the details requested on the Non Warranty Request form.
- c) On receipt of this request JSG will verify the details against the original purchase order.
- d) On verification, a replacement of the items will be supplied on either a new order number or approval given to use the same order number.
- e) A Goods Return Authority (GRA) with JSG carrier details will be sent for the shipping of the incorrect items back to JSG, Revesby, N.S.W. Ensure that a copy of the GRA is attached to the returned item packaging.
- f) On receipt of the GRA, the packaging & product will be inspected to ensure that the item\`s are in a resalable condition. Only on meeting this requirement will a full credit then be raised for these items.

5.5 INCORRECT PARTS ORDERED

If incorrect parts have been ordered, a Non Warranty "Incorrect Parts Ordered" Request must be lodged within 7 days of receipt. The following procedure must be followed for the claim to be processed:

- a) Items are still in original and undamaged cartons or packaging and the contents are still in a resalable condition;
- b) The product is part of the current stock range;
- c) A Non Warranty "Incorrect Parts Ordered" Request shall be lodged via the JSG website www.jsgindustrial.com
- d) Complete the details requested on the Non Warranty Request form.
- e) The items, on meeting the above conditions, a Goods Return Authority (GRA) number will be issued by JSG.
- f) The items are to be returned via **your** carrier (sender to pay) with the GRA details attached. The customer is responsible for insurance to cover any potential damage in transit.
- g) Upon goods being received in a resaleable condition, a credit will be raised less 20% restocking fee or the price agreed on by the National Sales Manager or Customer Liaison Team Leader.

NO GOODS ARE TO BE RETURNED TO JSG WITHOUT GOODS RETURN AUTHORITY ATTACHED. ANY GOODS RECEIVED WITHOUT THE GOODS RETURN AUTHORITY ATTACHED WILL BE IMMEDIATELY RETURNED TO THE DISTRIBUTOR AT THEIR COST.

6. TRIALS OR LOANS

Any product required for trials or loans would need to be negotiated with the servicing Regional Sales Manager. The trial or loan product is to be ordered by the distributor and invoiced by JSG. This will be noted on the order so that there is no dispute that it was on loan. If the product is returned in a resaleable condition within a two (2) week period from the date of invoice, the invoice will be credited. If the product is not returned in this period, the invoice will stand. To return these products you are required to complete a "Non Warranty Return Request Form" so you can be issued with a GRA number to allow the products to be traced at any time by the distributor or JSG. No re-stocking fee applicable.



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7. WARRANTY REQUEST

All products handled by JSG are covered by a minimum of a twelve months warranty; against faulty parts and workmanship. Some selected products have longer than twelve months. Please discuss with your servicing representative for more detail. Labour rate claimable for in-house warranty labour is \$65.00/hour. For kilometre charges, to be negotiated before the travel is incurred. For further details refer to our complete Warranty Statement and the Request Form on our

Website www.jsgindustrial.com/support/warrantyrequest.html

In lodging a warranty request, please ensure that you complete the Warranty Request

The submission of a Warranty Request Form does not infer that the problem being experienced is deemed to be a warranty under our terms & conditions.

7.1. LODGING A WARRANTY REQUEST

If there is a problem with a product and it is believed that it may be a warranty issue, the following procedure must be followed for the request to be processed:

- a) Notify your servicing representative of the problem being experienced
- b) Have our servicing representative involved
- c) Distributor to gain a customer order for the repair work to ensure product is back in service as soon as possible. Faulty parts to be kept pending return to JSG / manufacturer.
- d) Complete the entire Warranty Request Form from our website
- e) <http://www.jsgindustrial.com/support/warrantyrequest.html> in detail specifying, what failed, under what conditions it failed, what was found during the repair, and parts used for the repair.
- f) On completion of Warranty Request Form submit the request and you will be immediately issued a Warranty Request number. This number will be the reference for all future communications regarding this Warranty Request.
- g) Depending on the information supplied on the Warranty Request form, JSG may request the return of parts for inspection or repair. JSG will issue a GRA number to return product to Revesby, N.S.W. This needs to be printed & attached to the package.
- h) The product required to be returned, is to be sent via **your** carrier and must be insured to cover any potential damage in transit from the distributors end. Clearly mark packaging with Warranty Request number issued when request submitted and the GRA.
- i) After investigation, if proven to be a warranty issue, JSG will either provide replacement product or issue a credit to the value of what the warranty rectification claim costs. At JSG discretion.
- j) If after investigation, it is proven not to be a warranty, then the distributor's customer needs to be charged. A report will be supplied as to why the Warranty Request was rejected.

8. GOODS & SERVICES TAX

All quoted prices will exclude GST. All invoiced pricing will reflect the net price excluding GST, the GST component and the net price including GST for all Australian customers.

International invoice pricing will be net pricing only and excludes GST component.



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9. TRADING

JSG may supply goods or render services on credit to any approved distributor which upon:

All goods and services are supplied by JSG to the distributor on credit during any calendar month and shall be paid for in full by the distributor on or before the last trading day of the following month;

JSG shall be at liberty to charge a service fee on all credit accounts not paid by the due date. The service fee will be computed and added monthly;

JSG shall reserve the right at all times to suspend the supply of further goods and services on credit to the distributor without having reasons for or prior notice of its action to the distributor;

In the event of any charges alleged to be in dispute, the distributor shall pay for all other charges appearing on the statement of account pending an investigation of the charges so disputed;

JSG will render to the distributor a statement of account at monthly intervals. In the event of any charges appearing on the statement of account being disputed by the distributor, notice of such dispute must be advised to JSG immediately upon receipt of the statement of account.

10. PROPERTY NOT TO PASS UNTIL PAYMENT - DISTRIBUTOR TO BEAR RISK

The Distributor;

- a) Agrees and acknowledges that the title to and property in the products remains with JSG and will not pass to the distributor; and
 1. Agrees that it will not use, combine, affix, alter, dismantle or assemble the Products supplied to it by JSG in such a manner that the products lose their identity or cease to be readily detachable from the finished product;
 2. Agrees that it will hold the Products as fiduciary bailee and agent for JSG;
 3. Agrees that it will hold the proceeds of the sale of the Products on trust for JSG in a separate account with a bank to who, the distributor has not given security, however failure to do so will not affect the Distributors obligation as trustee;
 4. Agrees to allow JSG, without notice, to enter any premises where it suspects the Products are and remove them, and for this purpose the Distributor irrevocably licences JSG to enter such premises and also indemnifies JSG from and against all costs, claims, demands or actions by any party arising from such action, until the full purchase price in respect of the Products is paid to JSG, as well as all other amounts owing by the Distributor to JSG.
- b) Notwithstanding anything to the contrary contained in this Agreement, the *Personal Property Securities Act 2009* (Cth) as amended (“PPSA”) applies to this Agreement.
- c) For the purposes of PPSA:
 1. Terms used in this Clause 10 that are defined in the PPSA have the same meaning as the PPSA;
 2. This Agreement is a security agreement and JSG has a Purchase Money Security Interest in all present and future Products supplied by JSG to the Distributor and the proceeds of the Product
 3. The security interest is a continuing interest irrespective of whether there are monies or obligations owing by the distributor at any particular time; and
 4. The Distributor must do whatever is necessary in order to give a valid security interest over the Products and their proceeds which is able to be registered by JSG on the Personal Property Securities Register.
- d) The security interest arising under this clause 10 attaches to the Products when the products are collected or dispatched from JSG's premises and not at any later time.
- e) Where permitted by the PPSA, the distributor waives any rights to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132(4), 135 and 157 of the PPSA
- f) JSG and the Distributor agree to contract out of and nothing in the provisions of section 96, 125, 129, 142 and 143 of the PPSA will apply to this agreement
- g) To the extent permitted by the PPSA, the distributor agrees that:



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1. The provisions of Chapter 4 of the PPSA which are for the benefit of the Distributor or which place obligations on JSG will apply only to the extent that they are mandatory or JSG agrees to their application in writing; and
 2. Where JSG has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.
- h) The distributor must immediately upon JSG's request:
1. Do all things and execute all documents necessary to give effect to the security interest created under this agreement; and
 2. Procure from any person considered by JSG to be relevant to its security position such agreements and waivers (including equivalent to those above) as JSG may at any time require.
- i) JSG may allocate amounts received from the Distributor in any manner JSG determines, including in any manner required to preserve any Purchase Money Security Interest it has in Products supplied by JSG.

END OF DOCUMENT – 14th September 2022