



Terms and Conditions

1. All prices will be quoted exclusive of Goods and Services Tax (GST). However, all goods and services will be sold on a 'plus GST (if any) basis. Invoices will be issued in the prescribed format as set out by Section 195-1 of the GST Act and the related imposition Acts of the Commonwealth (the GST Law)
2. Payment is due no later than 30 days from the last day of month in which the goods or services are invoiced. Outstanding balances that remain unpaid past 60 days of payment due date may incur finance charges. In cases of payment by cheque, payment shall not be deemed to have occurred by Fairdeal Fire Protection P/L (hereafter referred to as "Fairdeal") until the cheque has been honoured.
3. Retention of Title
 - 3.1. Until full payment in cleared funds is received by Fairdeal Fire Protection P/L all goods supplied by Fairdeal to the Customer, as well as all other amounts owing to Fairdeal by the Customer on any account. Legal title and property in all goods supplied by Fairdeal to the Customer remain vested in Fairdeal and do not pass to the Customer; the Customer holds the goods as fiduciary agent and Bailee for Fairdeal; the Customer must keep goods supplied by Fairdeal separate from other goods and maintain the labelling and packaging of Fairdeal so that those goods are readily identifiable as the property of Fairdeal, however failure to comply with these requirements will not affect Fairdeal's title and property to the goods; the Customer must not sell goods supplied by Fairdeal except in the ordinary course of the Customer's business;
 - 3.2. The Customer will hold the proceeds of any sale of the goods on trust for Fairdeal in a separate account into which no other monies shall be paid, however failure to deposit the proceeds of a sale into a separate account or to keep those monies separate will not affect the Customer's obligation to deal with the proceeds as trustee of the proceeds for Fairdeal. The proceeds of the sale of goods supplied will be held on trust for Fairdeal until actual payment of the proceeds is made to Fairdeal;
 - 3.3. If at any time the Customer fails to pay any money when due, or Fairdeal has reason to believe that the Customer is insolvent or has or is likely to appoint a receiver, liquidator, administrator or like officer to it or its property, Fairdeal may without notice, enter any premises where it suspects the goods may be located and remove them without committing a trespass, notwithstanding that they may have been attached to other goods or land nor the property of Fairdeal, and for this purpose the Customer irrevocably licenses Fairdeal to enter such premises and also indemnifies Fairdeal from and against all costs, claims demands or actions by any party arising from such action.
 - 3.4. In purchasing goods or applying for credit, customers / potential customers acknowledge and agree to the terms and conditions of the Privacy Act of 1988 and all current amendments, thus allowing Fairdeal access to their commercial and consumer credit reporting for the purpose of credit assessment. Credit is at the discretion of Fairdeal and may be revoked at Fairdeal's discretion without notice.
 - 3.5. Goods found to be faulty due to faulty material or workmanship will be replaced free of cost after inspection by Fairdeal. All other returns will be for credit only, as long as they meet the following conditions: product must be in excellent condition and Fairdeal must be notified (via email or fax) within 21 days of invoice date. Invoice or delivery docket number and date must accompany the request for return.
 - 3.6. These conditions shall be governed and construed in accordance with the laws of New South Wales. Any proceedings against Fairdeal must be brought in the State of New South Wales within (6) months from the date of invoice.
 - 3.7. Guarantee and Indemnity
 - 3.7.1. The Guarantor will guarantee the full and punctual performance by the customer of its obligations to Fairdeal, including without limitation the payment of all amounts owing by the customer to Fairdeal from time to time and will indemnify Fairdeal against any damage suffered by Fairdeal as a result of the Customer failing to perform any obligation fully and punctually.
 - 3.7.2. The guarantee provided by the Guarantor continues in full force and effect so long as any obligation of the customer remains to be performed, notwithstanding any granting of time or other indulgence allowed to the customer.
4. General

If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.