

GLADSTONE BRICK SALES TERMS AND CONDITIONS OF SALE

1. In these Terms and Conditions of Trade unless the context otherwise required
 - A) "The Company" means Gladstone Brick Sales Pty Ltd ABN 54399602557 and includes its wholesalers and contractors
 - B) "Purchaser" means the person identified in the invoice as the Purchaser
 - C) "Product" means the product identified in the Invoice
2. The Company may refuse to deliver the product where the Purchaser is in default under the Company's Terms of credit
3. Any variation of an order or cancellation of an order must be in writing
4. Any sales tax or GST payable on the product is to be paid by the Purchaser notwithstanding whether it is specified in the Invoice
5. Unless the company has agreed in writing to sell the product on credit, the product shall be paid for on or before delivery
6. If the Company agrees to sell the product on credit to the Purchaser then the Company's terms of credit will apply
7. Where the Company is to deliver the product, risk shall pass when the Company's carrier had delivered the product to the place identified on the Invoice
8. Where the purchaser is to collect the product, risk shall pass at the time of collection. If the product is not collected within Fourteen (14) working days of notification of availability, the company may charge storage costs in relation to the product.
9. Notwithstanding the passing of risk, all product delivered by the Company to the Purchaser remains the property of the Company until all product supplied by the Company to the Purchaser has been paid for in full. The Purchaser shall hold possession of the product for and on behalf and as bailee for the Company and shall return the product to the Company on demand. The Purchaser shall, wherever possible, separately store the product until title in it has passed. The company will be entitled to enter the premises of the Purchaser at any time to recover possession of the product until payment in full has been made.
10. The Purchaser agrees that the Purchaser will only use and install Product purchased from the Company in accordance with all relevant Australian Standards and in accordance with the guidelines and methods stated
11. The Purchaser agrees that if the Purchaser is purchasing the product to use in works for third parties, the Purchaser will ensure that those third parties have been fully informed of, read and understood the
 - A) Unique product characteristics;
 - B) Relevant installation guidelines and
 - C) Care and maintenance methods,
12. The Purchaser acknowledges and agrees that the some products are a manufactured cement based reconstituted stone and the product will perform in a similar manner to natural sandstone, The Purchaser acknowledges that the product is manufactured from a variety of raw materials that could change the colours and textures between batches. The unique standard texture of the product requires care and attention before, during and after installation. Over a period of time the products general wear might become apparent and in shaded or damp areas mould could appear. Product colours may mellow with direct exposure to the sun and weather. Tonal shades of the product may become more obvious over the longer term giving a naturally aged appearance, a unique product characteristic
13. The purchaser further acknowledges that apart from the matter set out in clause 12 no other representation or warranty has been made by the Company in relation to the product
14. The Purchaser acknowledges that any costs incurred by the Company as a result of difficulties or delays in completing any delivery, performing any work or for any reason whatsoever shall be borne by the Purchaser unless otherwise agreed to in writing by the Company
15. Deliveries to footpaths only. We will endeavour to deliver where you require – however no responsibility will be taken for damage caused above or below ground.
16. All claims for credit for damage, defective or short delivered product or for product to be returned must be notified to the Company within seven (7) days. Unless otherwise agreed, no request for credit will be approved until a representative of the Company has inspected the product on which the credit is claimed. Until this inspection the purchaser is responsible for maintaining proper care of the product in question. All claims must be made before the product is installed
17. Goods ordered and returned or cancelled for credit, is the absolute discretion of the Company, may be credited if returned in original sealable condition, but shall attract up to 100% surcharge (freight cost to be paid by purchaser). The Purchaser acknowledges and agrees that the following products are not acceptable for return or credit
 - A) Product damaged or lost in transit
 - B) Product altered or damaged by the purchaser, and
 - C) Product not installed in accordance with the relevant guidelines
 - D) Non Stocked Products and Special Order Products.
18. Any liability of the company with respect to the product shall be limited to replacement of the product
19. Product ranges and prices are subject to change without notice
20. All quotations shall remain valid for (30) days. All prices quoted by the company shall be for the total quantities shown in the quote. The company reserves the right to adjust the quoted price on any variations to the quantities
21. The Purchaser hereby indemnifies and holds indemnified the Company against any and all losses, damages, claims, demands, actions, judgments, costs and expenses reasonable and lawfully incurred or suffered by the Company as a result of, or in any way as a consequence of the Purchasers failure to comply in all respects with the Purchasers obligations un these terms and conditions
22. Where measurements are made by Company employees, either by physically measuring, or off plans, the company would like to advise that these measurements are an indication only and the onus is on the client to ensure that the quantities ordered are accurate.