



# CONDITIONS OF SALE

## TRADING TERMS

1. All goods are sold on a Cash Only or Cash on Delivery basis unless a credit account has been previously approved.
2. Goods sold on a credit account MUST be paid for on the 20<sup>th</sup> of the month following purchase or the purchaser will be liable for collection and late payment fees. Purchaser will also pay interest at 14% per annum on daily basis until payment in full.
3. All prices are subject to change without notice.

## SUPPLY INFORMATION

Total Air Supply Company Limited ("Total Air") is in operation as a Direct Importer and Wholesaler of Automotive Airconditioning Parts and Equipment to the trade. We will endeavour to hold stock of all popular items or if not in stock at the time of request will endeavour to get these items subject to Overseas Suppliers availability as soon as we are able.

## GST

All items purchased unless previously specified are subject to Government Specified Goods & Services Tax.

## CLAIMS

Check all shipments carefully upon arrival and advise us IMMEDIATELY of any shortages or not to order specifications.

## INSURANCE

All purchases are subject to freight, Insurance is the purchaser's care and risk passes to purchaser when goods leave our premises.

## RETURN OF GOODS

**SYSTEMS:** Will only be accepted for credit if returned within 14 days from date of Invoice, have not been fitted to a vehicle and in the original packaging as delivered. A \$20 handling fee may apply. Freight will not be credited from the original Invoice.  
**SPARE PARTS:** Will only be accepted for credit if returned within 30 days from date of Invoice, have not been fitted to a vehicle or used and in the original carton or packaging. A 10% handling fee of the Invoice value of the goods returned may be deducted from the credit. Freight will not be credited from the original Invoice.  
**SPECIAL ORDERS:** All items specifically ordered and imported are the purchaser's responsibility and are NON-RETURNABLE.  
**All freight charged for the return of goods are the purchaser's responsibility!**

## WARRANTY

Warranty claims will only be considered if return of the faulty item and details enclosed are in accordance with our warranty policy. We require a copy of the original Invoice, the vehicle details with kilometre reading, date of installation and date the replacement was installed. This is required BEFORE any action can be taken. No Labour charges can be claimed for warranty unless previously approved by Total Air. If approved, an order number issued by Total Air is required at ALL times and be quoted on all paper work. Warranty for spare parts are for replacement parts only. The warranty period for new parts is 90 days, reconditioned parts is 30 days and Nippon Air Parts compressors is 12 months. These are to be dated from date of original Invoice.  
**Freight charges on return of faulty goods are the purchaser's responsibility, however Total Air will bear the freight costs of replacement items.**

## RETENTION OF TITLE

Until payment is received by Total Air for all goods sold:  
(a) Title in the goods shall remain vested in Total Air, and  
(b) The purchaser shall hold the goods as bailee and agent for Total Air, and  
(c) The purchaser shall keep all goods supplied by Total Air separate from other property and in a manner to enable them to be properly identified.

If the purchaser sells, the goods before full payment, all monies resulting from such sale, shall be held on trust for Total Air.

If the purchaser combines or incorporates the goods with other goods before full payment, so that Total Air goods become mixed with the goods of others, the purchaser hereby authorises Total Air to dismantle and remove its goods from the other goods.

## PERSONAL PROPERTY SECURITIES ACT 1991 ("PPSA")

The purchaser grants Total Air a "Security Interest" as that term is defined by the PPSA in all goods supplied by Total Air and their sale proceeds.

The purchaser shall promptly when requested by Total Air execute any documents and do any thing required by Total Air to ensure that the Security Interest created by these conditions of sale constitutes a first ranking perfected security interest over the goods and their proceeds of sale including providing any information Total Air requires to complete a "financing statement" or a "financing change statement". The purchaser waives the right to receive a copy of a "verification statement" under the PPSA.

The purchaser will pay Total Air's costs in relation to the filing of a financing statement or a financing change statement.

Total Air and the purchaser agree that nothing in Sections 114(1)(a), 117(1)(c), 113 and 134 of the PPSA shall apply to these terms of sale.

The purchaser agrees that the rights of the purchaser as debtor in Sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, 132 and 148 of the PPSA shall not apply to these conditions of sale.

The purchaser acknowledges that it has received a copy of these conditions of sale and in particular agree that the terms contained herein constitute a "Security Agreement" for the purposes of the PPSA.

The purchaser acknowledges that the description of goods supplied over which a security interest is claimed includes all goods that may be described in any invoice rendered to the purchaser by Total Air.

## DISCLAIMER

**Original manufacture brand names and part numbers appearing in any Total Air listing are only for the sole purpose of assisting you, our customers, in the correct identification and application of parts. No responsibility will be accepted for any misleading statements, error, misinformation or any inaccuracy caused whether negligently or otherwise in any publication.**