

# BALLANTYNE

## PLUMBING, GAS & ELECTRICAL (WA)

### TERMS & CONDITIONS OF TRADING

*Acceptance of this Invoice automatically constitutes acceptance of the following Terms & Conditions of Trading*

1. The Customer guarantees to comply with and abide by the Terms & Conditions contained in this document.
2. Terms & Conditions of Trading are **Cash on Delivery unless otherwise specified by the management.**
3. Until payment of the invoice price the title to any goods supplied shall **NOT** pass to the Customer, and upon non-payment within the trade Terms, the Supplier shall have the right, and is hereby authorised by the Customer, to enter into and upon any premises or vehicle, where the goods may be stored or in use from time to time, with or without others, **and to retake possession of and remove the same**, and the Customer hereby indemnifies the Supplier against any claim, action or damages arising out of any such action, and against the cost of the same.
4. If the Customer defaults in payment of any monthly account, then ALL monies owing to the Supplier shall be immediately due and payable and;  
    **"A"** The debt will be subject to collection charges which will **Ipsso Facto** be added to the account, and interest at the rate under Section 32 of the Supreme Court Act 1932 will be claimed up to and including the date on which the debt is paid in full, and;  
    **"B"** All expenses incurred by the Supplier in recovering the monies due, inclusive of Solicitors charges, all Debt Collectors Fees and Disbursements, any costs in relation to Security documents, and any Fees on dishonour, shall be a debt due and owing by the customer, payment of which is hereby and herein guaranteed under any and all circumstances.
5. The Supplier will make every reasonable effort to ensure the best quality available at the time, correct operation of the device or devices supplied, fitted or repaired, but is hereby indemnified from any responsibility for any damage, caused in any way, by any other device or devices which may be operating in conjunction, which may not be in a sound operating condition.
6. In the case of a Trust, the Customer guarantees that the assets of the Trust will be available to pay any amounts of money due and owing by the Customer to settle the Suppliers' accounts.
7. **Legal Proceedings**  
Regardless of any application to the contrary, the operations of the Supplier are governed by the Laws of Western Australia, and any action instituted by the Supplier against the Customer, and / or any action instituted by the Customer against the Supplier, will take place under the Laws of Western Australia, and in the Courts, (regardless of the amount) which are located in the City of Perth.