

**Windia Pty Ltd is the holding company of the trade names & trade marks RBA, RBA Group & Chronomite.**

## **Credit**

1. RBA Group may grant credit to applicants who have completed a credit application form. RBA have strict criteria regarding the acceptance of a Credit Account. Please do not ask us to explain or deviate from those policies.
2. The amount of approved credit may vary from time to time.
3. Standard payment terms are 30 days from end of month of delivery.
4. Late payment of account may result in cancellation of credit facilities.
5. RBA Group may cancel credit facilities at any time for any reason.
6. Interest may apply to invoices (at the current ATO rate) not paid on time.
7. RBA Group provide current Banking details on our invoices and we are not responsible for any outdated records you may have in regards to our banking details.
8. Minimum monthly sales of \$1000 are expected for Credit accounts to remain open.

## **Ownership Of Goods**

1. RBA Group retains title in the goods supplied until payment in full is received.
2. RBA Group may register a financing statement on the register maintained under the Personal Property Securities Act 2009 ("PPSA").
3. The customer agrees to promptly do anything requested by RBA Group to ensure its rights under the PPSA are perfected.

## **Purchases**

1. Only written purchase orders will be accepted.
2. A delivery charge may apply to any or all orders.
3. Orders to a value less than \$250.00 may incur a surcharge.
4. All available goods will be dispatched upon acceptance of order, unless specifically requested otherwise. Goods not available at placement of order will be supplied when available.
5. Where goods are delivered earlier than the customer expected, and this may cause payment to be delayed, then the customer must advise RBA within 7 days of such delivery. RBA may choose to collect the goods. Failure to notify will be deemed acceptance of early delivery.
6. Delivery of goods and or services will be withheld where payment of account is in arrears.
7. Payment of invoice in full by the customer is acceptance of contract completion.

## **Cancellations**

1. Cancellation of a purchase order will only be accepted for normal stock lines within seven days of order, where goods have not already shipped.
2. Cancellation will not be accepted for any goods in manufacture, or goods in transit, either to RBA or to the customer.
3. Unless confirmed in writing by RBA Group an order is not considered cancelled.

## **Deliveries**

1. Any damage must be marked on carriers consignment note at time of receipt.
2. Any damage must be reported within 48 hours of receipt of goods.
3. Risk in the goods passes to the customer on delivery.
4. Any visibly damaged item must not be installed.
5. The packaging of any damaged goods needs to be retained for assessment.
6. Any shortages or model discrepancies must be reported within 48 hours of receipt of goods.
7. Claims for damage or shortages by a third party will only be accepted where goods are shipped direct from RBA Group warehouses to the third party recipient.

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## Returns

1. Goods will not be accepted for return unless previously authorised in writing by RBA Group.
2. Goods will not be accepted for return more than 90 days after delivery.
3. Goods manufactured or imported to order will not be accepted for return.
4. Goods that have been installed are ineligible for return or credit.
5. Any goods accepted for return by RBA Group will incur a minimum 30% restocking fee, with all freight prepaid by the customer.
6. Any goods returned must arrive at our store/office in original packaging and condition.
7. Credit will only be issued to the original purchaser upon receipt of a copy of the original invoice. RBA will not issue payments in place of credits.

## Liability

1. RBA Group shall not be liable to the customer, or any third party, for any loss, damage, injury, death, disease, loss of profits or any other consequential or indirect loss, caused by any act or omission of the RBA Group, its suppliers, employees or agents arising from the performance or non-performance, supply or non-supply of any goods or services.

**Windia Pty Ltd trading as RBA Group reserve the right, and do from time to time make changes to its Trading Terms and Conditions and the updated Trading Terms and Conditions will be posted on our website [www.rba.com.au](http://www.rba.com.au)**