

Windia Pty Ltd is the holding company of RBA Australia.

ABN 88 003 672 231

1. Credit

- 1.1 RBA Australia (“RBA”) may grant credit to applicants who have completed a credit application form. RBA has strict criteria regarding the acceptance of a Credit Account. Please do not ask us to explain or deviate from these policies.
- 1.2 The amount of approved credit may vary from time to time.
- 1.3 Standard payment terms are 30 days from end of month of delivery.
- 1.4 Late payment of account may result in cancellation of credit facilities.
- 1.5 RBA may cancel credit facilities at any time for any reason.
- 1.6 Interest may apply to invoices [at the current ATO rate] not paid on time.
- 1.7 RBA provide current Banking details on our invoices and we are not responsible for any outdated records you may have in regards to our banking details.
- 1.8 Minimum monthly sales of \$1000 are expected for Credit accounts to remain open.

2. Ownership Of Goods

- 2.1 RBA retains title in the goods supplied until payment in full is received.
- 2.2 RBA may register a financing statement on the register maintained under the Personal Property Securities Act 2009 [“PPSA”].
- 2.3 The customer agrees to promptly do anything requested by RBA to ensure its rights under the PPSA are perfected.

3. Purchases

- 3.1 Only written purchase orders will be accepted.
- 3.2 A delivery charge may apply to any or all orders.
- 3.3 Orders of a lower value may incur a surcharge. See our Freight Policy for details.
- 3.4 All available goods will be dispatched upon acceptance of order, unless specifically requested otherwise.
- 3.5 Goods not available at placement of order will be supplied when available.

- 3.6 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.
- 3.7 Delivery of goods and or services may be withheld where payment of account is in arrears.
- 3.8 Payment of invoice in full by the customer is acceptance of contract completion.

4. Cancellations

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

5. Deliveries

- 5.1 Any damage must be marked on carriers consignment note at time of receipt.
- 5.2 Any damage must be reported within 48 hours of receipt of goods.
- 5.3 Risk in the goods passes to the customer on delivery.
- 5.4 Any visibly damaged item must not be installed.
- 5.5 The packaging of any damaged goods needs to be retained for assessment.
- 5.6 Any shortages or model discrepancies must be reported within 48 hours of receipt of goods.
- 5.7 Claims for damage or shortages by a third party will only be accepted where goods are shipped direct from RBA warehouses to the third party recipient.
- 5.8 Whenever a courier's attempt to deliver a shipment fails, RBA reserves the right to charge a re-delivery fee for each subsequent delivery attempt.

6. Returns

- 6.1 Goods will not be accepted for return unless previously authorised in writing by RBA.
- 6.2 Goods will not be accepted for return more than 90 days after delivery without special written consent.
- 6.3 Goods Return Authorisation to be attached and visible, to approved items being returned.

- 6.4 Goods approved for return must be returned to RBA's nominated return address within 5 working days of receiving Return Authorisation, unless special written consent is provided.
- 6.5 Goods manufactured or imported to order will not be accepted for return.
- 6.6 Goods that have been installed are ineligible for return or credit.
- 6.7 Any goods accepted for return by RBA will incur a minimum 30% restocking fee, with all freight prepaid by the customer to the nominated return address on the Return Authorisation Form.
- 6.8 Any goods returned must arrive at RBA's nominated address in original packaging and condition [Damaged packaging may result in turn away].
- 6.9 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 without special written consent.

7. Liability

- 7.1 RBA 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, 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 Australia reserves the right, and do from time to time make changes to its Trading Terms and Conditions. The updated Trading Terms and Conditions will be posted on our website (www.rba.com.au).