



PRIMARY ENGLISH TEACHING ASSOCIATION

PRIMARY ENGLISH TEACHING ASSOCIATION TERMS OF TRADE

All goods are sold by Primary English Teaching Association ABN 36 002 557 075 are on the following terms:

PRICES

All prices quoted by Primary English Teaching Association include GST and are subject to change without prior notice.

DELIVERY CHARGES

For orders under AUD\$100 net value within Australia a delivery fee of \$8.00 is charged. Charges for deliveries outside of Australia are available on request.

DELIVERY

Deliveries will be despatched by Primary English Teaching Association to the address provided by the customer as soon as practicable after receipt of an order. Invoices will be enclosed with deliveries. Delivery dates or times indicated at the time of placing an order (if any) are approximate only and do not constitute a guarantee of delivery by such date. If an order contains a number of goods that cannot all be immediately supplied, Primary English Teaching Association may amend the order in respect of the goods that cannot be supplied immediately and no claim will arise due to the shortfall.

PAYMENT

Payment must be made to Primary English Teaching Association within 30 days of the date of the invoice if within Australia and 90 days if outside of Australia.

CREDIT/RETURNS

Goods supplied in accordance with a customer's order cannot be returned for credit. Goods are supplied on a firm sale basis only, **NOT on approval**.

In the event of incorrect deliveries, goods damaged in transit or faulty print and bind, the customer must notify Primary English Teaching Association as soon as practicable after receipt of the goods. If Primary English Teaching Association requests that the goods be returned to Primary English Teaching Association, the customer must do so within 30 days of the date of the invoice rendered in relation to such goods. At the customer's option, upon receipt of the returned goods, Primary English Teaching Association will either replace the returned goods, reduce the amount of the invoice by the amount invoiced in respect of the returned goods, or provide a credit to the customer for the amount invoiced in respect of the returned goods.

RETENTION OF TITLE

Notwithstanding delivery of the goods, title in goods will remain with Primary English Teaching Association until the goods are sold in the normal course of business or until the customer has paid in full all amounts owing pursuant to any invoice issued by Primary English Teaching Association in relation to such goods, including all GST owing and other taxes, duties or levies.

OTHER MATTERS

These Terms of Trade set out the sole obligations and liability of Primary English Teaching Association to customers in relation to orders, except where the law prevents Primary English Teaching Association from excluding or limiting its liability. Where such liability cannot be excluded due to the application of the Trade Practices Act, the liability of Primary English Teaching Association will be limited as determined by Primary English Teaching Association:

- a. for goods to:
 - i. the replacement of the goods or supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. payment of the cost of replacing the goods or of acquiring equivalent goods;
 - iv. the payment of the cost of having the goods repaired;
- b. for services:
 - i. the supplying of the services again;
 - ii. the payment of the cost of having the goods supplied again.

Primary English Teaching Association will use its reasonable endeavours to perform its obligations under these terms of trade but will not be liable for any failure to deliver ordered goods where such failure is a result of an act of God, strike, lockout or other interference with work, war (declared or undeclared), blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, expropriation, prohibition, intervention, direction or embargo, unavailability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses, authorities or allocations, and any other cause, whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of Primary English Teaching Association.

No variation of these terms of trade are binding on Primary English Teaching Association unless approved in writing by the Primary English Teaching Association.

If Primary English Teaching Association fails to enforce a term of these terms and conditions, this will not affect the rights of Primary English Teaching Association except to the extent that Primary English Teaching Association expressly waives such term in writing.

Notwithstanding anything contained in these terms of trade to the contrary, Primary English Teaching Association's maximum liability under any order will not exceed the aggregate of the purchase monies received by Primary English Teaching Association for that order.

These terms of trade are governed by the laws of New South Wales, Australia.

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