

TERMS & CONDITIONS

Thank you for considering BioPaints to supply your paint requirements. The following are our Terms and Conditions for supplying paint and for payment.

Ownership: All goods remain the property of BioPaints until fully paid for.

Payment: Unless otherwise stated, payment for purchase is due on order. Any cash discounts are only granted for payment on order or as stated on the invoice. BioPaints reserves the right to charge penalty interest at the rate of 2% per month, calculated monthly, on unpaid accounts. If the account is not paid within 14 days of the date of delivery, then interest will be charged from the date of delivery. The full cost of credit recovery, on a solicitor client basis, for credit recovery, will be charged.

Discounts: Any volume, trade or early payment discounts are offered strictly on the condition of payment within the terms stated on the invoice. If no term is stated on the invoice, then payment is due upon order. Trade or Wholesale invoices not paid by the due date will revert to retail pricing.

Cancellation and Return of Goods: Within 30 days of delivery goods may be returned provided:

- They are in a "re-sellable condition", in their original, undamaged and unopened containers, accompanied by the original invoice.
- Goods must be returned, at the purchaser's expense, to the nearest BioPaints warehouse.
- BioPaints reserves the right to charge a restocking fee of \$15.00 for each item of goods that are returned in damaged or dirty containers or for cancelled orders.
- *Tinted paints, Test pots, Thinner and colour matching services cannot be returned.*

BioPaints, its employees, agents and contractors shall not be liable for loss:

- Arising in contract, tort, statute or otherwise;
- Which is caused by the products or services supplied or any defect in them;
- Negligence or omission;

Other than to the lesser amount of either the invoice sum or \$1,000.00.

Consumer Guarantees Act 1993: Where the purchaser is acquiring the products or services for use in a business the provisions of the Consumer Guarantees Act 1993 shall not apply to the supply or any products and/or services supplied by BioPaints to the purchaser.

Delivery: BioPaints shall not be liable for any loss or damage caused by delays in delivery of goods by freight or courier companies. Goods may not be returned to BioPaints for the reason of late delivery by the freight or courier company. Please make sure the goods have arrived in good order before signing any shipping or courier documents or consignment notes. No damage claims are enforceable once a receipt of goods in good order has been signed.