



January 2022

# Terms of Trade

The following are QUANTUM LIBRARY SUPPLIES (*hereafter referred to as QLS*) Terms of Trade (“the Terms”). You (“the Buyer”) will be bound by these Terms when QLS supplies goods to you in response to an order made by you. “Goods” means all products supplied by QUANTUM to you from time to time.

## 1. Continuance of these Terms

The Terms will continue in force until QLS tells you of any changes to them. If you order goods after QLS has told you of a change to these Terms, you will be bound by the amended Terms.

## 2. Quotes by QUANTUM LIBRARY SUPPLIES

Unless otherwise agreed, a quote provided by QLS will be open for acceptance during the period specified in the quotation or, if no period is stated, within 30 days.

## 3. Non-supply

QLS may, for any reason, decide not to supply the goods or some of the goods ordered but it must tell you within 7 days after your order is received. If it does so, QLS is not liable to you for any loss or damage suffered as a result of QLS’s non-supply of the ordered goods.

## 4. Delivery

Unless a date or time for delivery is agreed in writing, QLS agrees to use its best endeavour’s to deliver the items ordered by you within [30] days of receipt of your order. However QLS is not liable for any loss, damage or delay occasioned to you arising from late or non-delivery. Unless agreed otherwise, QLS will deliver the goods ordered by you to the address specified in writing by you within the hours of 9:00 – 5:00 between Monday and Friday (excluding public holidays). If agreed delivery dates are extended through no fault of QLS.

QLS reserves the right to ask for payment or storage fees.



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## 5. Delivery by Instalments

QLS may, at its option, deliver to you the goods ordered by you in any number of instalments. If QLS delivers in instalments and any one of those instalments contains defective goods:-

(a) it is not a repudiation of the contract of sale of the goods; and

(b) the defective instalment is a severable breach that may, subject to these terms, give rise to a claim for replacement of the defective goods.

## 6. Receipt of Order

You agree that you will check each order immediately after delivery of the order and you will notify QLS within 48 hours of any shortage of goods delivered. You expressly discharge QLS from any liability whatsoever (including but not limited to any claim for negligent misstatement or breaches of the Trade Practices Act 1974) arising out of a shortage of goods delivered if notification of the shortage of goods has not been made to QLS within 48 hours of delivery of the order.

## 7. Description of the Goods

The descriptions, illustrations and performance data contained in catalogues, price lists and other advertising matter, do not form part of the contract of sale of the goods or of the description applied to the goods.

## 8. Inspection & Return of Defective Goods

You agree to notify QLS forthwith upon becoming aware of any defects in any goods delivered. You expressly discharge QLS from any liability whatsoever (including but not limited to any claim for negligent misstatement or breaches of the Trade Practices Act 1974) arising out of a delivery of defective goods if notification of the defects has not been made to QLS within 7 days of delivery of the defective goods.

Where notification of an alleged defect in goods has been made within 7 days of delivery of the allegedly defective goods and QUANTUM is satisfied that the goods are defective, QLS will replace the goods with equivalent goods as long as:

(a) defects have arisen solely from faulty materials or workmanship on the part of the manufacturer; and



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(b) the goods have not been damaged as a result of maltreatment, inattention or interference; and this will be the limit of QLS's liability with respect to any defective goods.

The return to QLS of goods alleged by you to be defective without QLS's written consent will not in any way affect your obligation to pay for the goods in accordance with these Terms.

### 9. QUANTUM LIBRARY SUPPLIES liability

Except as provided in these Terms, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded to the extent allowed by relevant laws.

QLS is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, installation or operation of the goods or arising out of QLS's negligence or breach of its contract to supply the goods or in any way whatsoever.

### 10. Payment

You must pay for the goods within [30] days of delivery of the goods. If you fail to pay for the goods within that period, QLS is entitled to charge you interest on the outstanding amount at a rate of 15% per annum calculated on daily rates from the due date for payment until payment is received.

### 11. Replication of Goods

You agree that neither you nor your employees or agents will replicate or attempt to replicate any goods, designs or drawings supplied by QLS.

### 12. Risk

The risk in the goods passes to you upon delivery of the goods.



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### 13. Passing of Title

QLS remains the owner of the goods dispatched to you until all money owed to QLS by you is paid in full. You acknowledge that you are a bailee of the goods until such time as property in them passes to you in accordance with this clause. You grant QLS the irrevocable right to enter onto premises on which QLS's goods are stored to inspect and/or remove them at any time and for whatever reason, and if the goods are sold, you agree to grant QLS access to your records that evidence the sale of the goods and treatment of any sale proceeds.

Pending the passing of title to you in accordance with this clause you:

- (a) must not allow any person to have or acquire any security interest in the goods, and
- (b) must insure the goods for their full insurable or replacement value (whichever is higher) with an insurer licensed or authorised to conduct the business of insurance in the place where you carry on business; and
- (c) must not remove, deface or obliterate any identifying plate, mark or number on any of the goods.

### 14. Cancellation

No order may be cancelled except with consent in writing and on terms which will indemnify QLS against any losses suffered by QLS

### 15. Indemnity

You agrees to indemnify QLS from and against any and all loss, damage or liability (whether criminal or civil) suffered by QLS as a result of any breach of the Terms by you including any act, negligence or default of you or your employees and/or agents.

### 16. Inconsistency in Terms

The Terms are the sole basis upon which QLS agrees to supply goods, and apply to the exclusion of any terms appearing on any documents supplied by you. No alteration of the Terms shall be effective unless agreed to in writing by QLS.



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### 17. Place of Contract

The contract for sale of the goods is made in the state or territory of Australia from which this document is issued. The parties submit all disputes arising between them to the courts of such state or territory and any court competent to hear appeals from those courts of first instance.

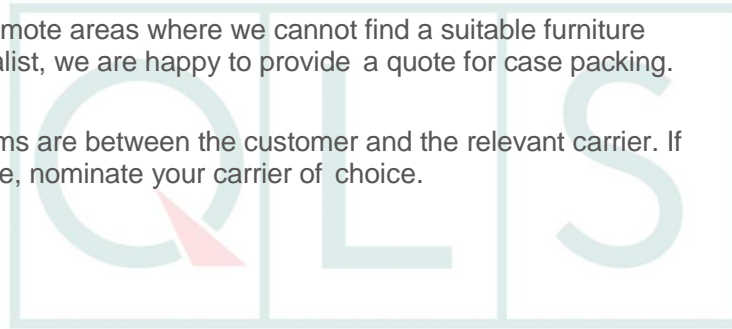
### 18. Delivery/Freight Costs

There is a nominal fee for all metropolitan areas. All items with a 'Truck' image on pages attract a delivery fee. All other areas unless advised by special instructions we will deliver goods by our contracted carriers using our very competitive rates. All items not marked:— Orders (consumable products e.g: Bookcovering) over \$500.00 will be packed and delivered free of charge. Orders under \$500.00, freight and packing will be charged.

### 19. Damage in Transit

With remote areas where we cannot find a suitable furniture removalist, we are happy to provide a quote for case packing.

All claims are between the customer and the relevant carrier. If possible, nominate your carrier of choice.



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