



# GLIDE FREE FOILS

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**Glide Free Design Pty. Ltd.**  
ACN 144 984 529  
Email: info@glidefree.com.au

## **Terms and Conditions of Sale**    Revision 1.0

Date: 28/02/2014

The following Terms and Conditions apply for products and services supplied by Glide Free Design.

### Definitions

In these terms and conditions:- The Company means Glide Free Design Pty. Ltd. The Buyer means the corporate entity, firm or person seeking to purchase Goods from the Company.

### 1. GENERAL

These terms and conditions of sale will form the basis of any contract between the Company and the Buyer and exclude any other terms and conditions inconsistent with them which the Buyer might seek to impose at any time. No variation of these terms and conditions is permitted unless expressly agreed in writing by a Director of the Company.

### 2. PRICES

All prices are shown on the Website or in the case of distributors in a Pricelist document. Unless otherwise stated the quoted prices are net ex-works and are exclusive of carriage, insurance, packaging local duties, taxes and VAT/GST.

### 3. DELIVERY

Delivery is effected when the Goods leave the premises of the Company. Delivery dates are advised in good faith but the Company will not be liable for any loss caused by late delivery or its failure to make Goods available for collection on the due date.

### 4. PAYMENT

All payment will be required in full prior to despatch and shipping.

### 5. CANCELLATION & RETURNS

Please choose carefully. We do not normally give refunds if you simply change your mind or make a wrong decision. A restocking charge of 20% will be applied to all goods returned for credit due to error in ordering on the customers part, for whatever reason.

Orders are processed within 2 working days of the funds being received into our bank account. No order may be cancelled except with the consent in writing of Glide Free Design and on terms which will indemnify Glide Free Design against all losses.



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## 6. FORCE MAJEURE

The Company shall not be liable for any failure to deliver the Goods arising from circumstances outside its control. These circumstances include, but are not limited to, the following:- Act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Government (UK or other) actions or regulations, delay by suppliers, accidents, shortage of materials, labour or manufacturing facilities.

Should the Company be prevented from delivering in the above circumstances the Company will inform the Buyer as soon as reasonably practicable.

## 7. RISK

Risk in the Goods passes to the Buyer when the Goods are delivered to or collected by the Buyer or its agent.

## 8. CLAIMS

Goods shall be examined by the Buyer on delivery or collection. Any shortages, damage or problems should be notified in writing within 7 days of the date of delivery.

## 9. ADVICE

Any advice, recommendation, information, assistance or service provided by the Company in relation to Goods supplied or manufactured by it in respect of their use or application is given in good faith and shall be accepted without liability on the part of the Company and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods.

## 10. SECURITY

When purchasing from Glide Free Design your financial details are handled by Paypal and are subject to Paypal standard terms and conditions of use.

## 11. WARRANTY & RECALL

All products come with a 12 month warranty which warrants that the foils and associated parts manufactured by the Company will be free from defects in materials and workmanship for the Warranty Period under conditions of "reasonable use". This warranty is limited to repairs and replacement of any part or parts of its manufacture which has been inspected and found to be at fault due to a defect in manufacture or workmanship within the applicable conditions of this warranty and the conditions of sale. Should components be recalled by the Company, replacement parts will be supplied to the customer.

The Customer is responsible to refit any replacement parts, suitable instructions will be supplied. Please refer to our Glide Free Design Warranty policy for further details.

## 12. APPLICABLE LAW

All contracts entered into by the Company will be subject to Australian Law and will be subject to the non-exclusive jurisdiction of the courts of New South Wales.

## **Glide Free Design Pty Ltd.**