



COMMERCIAL WARRANTIES AND RETURNS POLICY

1. RETENTION OF TITLE IN THE GOODS

1.1 H. Polesey & Co. Pty Ltd shall retain the title (and ownership) of all Goods until such time as payment in full of the outstanding sum relating to those Goods is received and once received H. Polesey & Co. Pty Ltd warrants that the Buyer shall obtain complete and unencumbered title in the Goods and the quiet possession of the Goods.

2. DELIVERY AND ACCEPTANCE

2.1 The Buyer shall have accepted the Goods when: (a) the Buyer has had a reasonable opportunity to examine the Goods after delivery to the Buyer's premises, storage facility or nominated logistics facility. Unless otherwise agreed by the parties, a reasonable opportunity shall mean a period of five (5) working days; or (b) if before the expiration of five (5) working days the Buyer indicates to H. Polesey & Co. Pty Ltd in writing that it has accepted the Goods. Written acceptance shall be constituted by the receipt by H. Polesey & Co. Pty Ltd of a delivery docket signed by the Buyer, its' employees, sub-contractors or its' agents.

2.2 H. Polesey & Co. Pty Ltd shall be responsible for the care of the Goods up to the time of delivery of the Goods either to the premises, storage facility or nominated logistics facility of the Buyer. Risk shall pass to the Buyer at the time of delivery and not at the time of acceptance. The Buyer shall indemnify and keep indemnified H. Polesey & Co. Pty Ltd for the full value of the Goods until such time as title in the Goods passes to the Buyer.

3. WARRANTIES

3.1 H. Polesey & Co. Pty Ltd warrants that the Goods shall comply with any product description or specification previously provided by the Buyer to H. Polesey & Co. Pty Ltd and /or alternatively provided by H. Polesey & Co. Pty Ltd to the Buyer.

3.1 H. Polesey & Co. Pty Ltd warrants that the Goods are of merchantable quality, are fit for the purpose for which they were manufactured and comply with any relevant Australian Standard.

3.2 H. Polesey & Co. Pty Ltd only warrants that the Goods are fit for the Buyer's intended purpose where the Buyer has advised H. Polesey & Co. Pty Ltd in writing prior to the placement of a Purchase Order by the Buyer on H. Polesey & Co. Pty Ltd of the intended use of the Goods.

3.4 The benefits conferred by this warranty on the Buyer are in addition to and shall not exclude or limit any other rights and remedies available to the Buyer in statute or at common law.

4. CLAIMS

4.1 Where any inspection or examination upon or after receipt reveals an apparent defect in the Goods such that the Goods are not of merchantable quality, are not fit for purpose or that the Goods do not conform with the relevant product description or specification, H. Polesey & Co. Pty Ltd shall, at their option, either repair the defective Goods, replace the defective Goods or shall use their best endeavours to supply other Goods in lieu of the defective Goods which have the equivalent form and function of the required Goods provided the Buyer notifies H. Polesey & Co. Pty Ltd in writing of the apparent defect within ninety (90) days of the date of receipt of the Goods.

4.2 Where after a period of ninety (90) days a latent defect in the Goods becomes apparent such that the Goods are no longer of merchantable quality or fit for purpose H. Polesey & Co. Pty Ltd shall, at their option, either repair the defective Goods, replace the defective Goods or shall use their best endeavours to supply Goods in lieu of the defective Goods which have the equivalent form and function of the required Goods provided the Buyer notifies H. Polesey & Co. Pty Ltd in writing of the apparent defect within one hundred and eighty (180) days of the date of receipt of the Goods.

4.3 In the event that the Buyer notifies H. Polesey & Co. Pty Ltd of a claim relating to the Goods, in accordance with either clause 4.1 or 4.2 above, the Buyer shall forward to H. Polesey & Co. Pty Ltd, at H. Polesey & Co Pty Ltd's expense, either photographic evidence or a sample of the defective or non-conforming Goods as soon as reasonably practical but, in any event, within ten (10) working days of notifying H. Polesey & Co. Pty Ltd to enable H. Polesey & Co. Pty Ltd to ascertain the degree and nature of the defect or fault. H. Polesey & Co. Pty Ltd shall only be obliged to honour claims where it is apparent that the Goods were at fault and where sufficient quality control procedures have been adopted by the Buyer such that the defect or fault has not been occasioned by the acts or omissions of the Buyer, its' employees, sub-contractors or its' agents.

4.4 In the event that both the Buyer and H. Polesey & Co. Pty Ltd agree that the Goods supplied are defective or faulty any claim shall be limited to either the cost of repairing or replacing the Goods or, where relevant, upon agreement with the Buyer the difference between the original price of the Goods and the value of the Goods after they have been assessed by H. Polesey & Co. Pty Ltd and downgraded for a use by the Buyer other than for their original purpose.

4.5 Where H. Polesey & Co. Pty Ltd has requested the Buyer to return Goods which it is agreed are either defective or faulty H. Polesey & Co. Pty Ltd shall be responsible for bearing the cost of the return of the Goods and shall have the right to specify both the manner of return and /or the carrier to be used.