



Flairform Products
3 Parkinson Lane
Kardinya, Perth 6163
Western Australia
Tel/Fax : (+61) 8 9314 7595
Email : sales@flairform.com.au
Web : www.flairform.com.au
abn : 7033 4352 436

CONDITIONS FOR THIS SALE

(Based on European Union)

1. Unless otherwise expressly agreed in writing, all goods are sold upon the following terms and conditions to the exclusion of any terms and conditions of the Purchaser and no agent or representative of Flairform Products (“the Company”) has any authority to vary or omit, part of or all of, these conditions. Acceptance of delivery of the goods shall constitute acceptance of these terms.
2. Any deficiency in quantity of product delivered or transportation damage as at the time of delivery shall be notified to the Company immediately upon receipt. At the time of delivery use the freight con-note to check that the correct number of cartons/drums/pallets have arrived. We may not accept claims made more than 2 working days after delivery. Acknowledgement of the delivery shall be deemed to be acceptance that the product has not suffered from transportation damage.
3. The Company will make good at its option by replacement any articles sold by it which, within 3 months after delivery, are shown to the Company’s satisfaction to have been, at the time of delivery, defective where such defect is solely attributable to defective workmanship, materials or manufacture provided that :
 - (i) the Company is immediately notified upon detection; and
 - (ii) no defect is caused by wilful damage negligence, incorrect storage or application, incorrect use, (except by the Company, its servants or its agents) or defects caused by fair wear and tear; and
 - (iii) if required by the Company the goods are returned to the Company within one month of the discovery of the defect.

The warranty contained in this Condition is the **ONLY** express warranty given by the Company. All other conditions, representations, terms and warranties as to the fitness or quality of the goods supplied for any purpose, whether express or implied, whether statutory or otherwise and whether verbal or in writing are hereby excluded and negated to the full extent permitted by law in each case.

4. Subject only to the provisions of Condition 3 the Company hereby excludes to the full extent allowed by law all liability of any kind whatsoever to the purchaser or any other party for any loss, damage or loss sustained or incurred by the purchaser or any other party in consequence of or resulting by, directly or indirectly, the supply of, use of or performance of any products or services for what ever reason whether arising out of any breach by the Company of any contract incorporating these Conditions or negligent or wrongful acts by the Company or its servants or its agents in connection with its products and or its services, and limits any liability that it might nevertheless have to a maximum amount being the invoiced price of the products or services in question.
5. No goods may be returned to the Company without the Company’s prior written consent.
6. The modification of Flairform’s products, other than in accordance with the Company’s written approval in each case, is not authorised and may result in product defects. The warranty contained in these conditions will not extend to any product which has been the subject of any unauthorised modification.
7. The Company reserves the right to declare void any warranty claim where the claimant does not extend to the Company a reasonable opportunity to fully inspect the product, application and circumstances of the product.
8. The Company sets out suggestions as to the use and care of its products on the understanding that those suggestions are made solely to assist the purchaser to get the best results from its purchase, and that they do not amount to warranties or otherwise add to or vary these Conditions For This Sale in any way.
9. The Company will use its best endeavours to deliver at the time stated and all delivery dates shall be regarded at best as estimates only. The purchaser must accept the actual delivery date and the Company shall not be liable for any losses, costs, damages or expenses suffered by the purchaser or any other party as a result of any delivery in delivery.
10. Where orders are accepted by the Company for special production runs, unless otherwise agreed to in writing, the Company reserves the right to make delivery and charge for one off small deliveries. The Company will not accept any restriction of its right to manufacture or sell or offer to any other purchaser goods which may have been manufactured specially for a specific purchaser or purchasers.
11. The Company will not be liable for breach of contract arising from or caused by, directly or indirectly, force majeure, war, strikes, riots and civil commotions and nature disasters.
12. Any order that has been accepted by the Company may not be reduced or cancelled after acceptance without the agreement of the Company in writing.
