

Terms & Conditions

Sustainable Formulations Group Pty Ltd ("Sustainable Formulations Group Pty Ltd") acknowledges that certain non-excludable rights in relation to the sale of Goods may be imposed by law. To the extent permitted by law, the following terms and conditions apply to all Goods purchased from Sustainable Formulations Group Pty Ltd.

1. DEFINITIONS OF TERMS:

- 1.1 "Approved Credit Account Customer" – means a Customer with whom Sustainable Formulations Group Pty Ltd has entered into a credit account.
- 1.2 "Customer" – means the purchaser of the Goods and includes a person, business or company.
- 1.3 "Goods" (including Software) – means any products supplied to a Customer by Sustainable Formulations Group Pty Ltd or its agent.

2. ORDERS AND DELIVERIES

- 2.1 Orders for Goods on credit will only be accepted from Approved Credit Account Customers.
- 2.2 Orders on credit by Approved Credit Account Customers must be made in writing ("purchase order"), referenced with the Customer's purchase order number and delivered to Sustainable Formulations Group Pty Ltd via post, fax or email.
- 2.3 Once a purchase order has been received by Sustainable Formulations Group Pty Ltd, the order is considered to be a firm and binding contract of sale.
- 2.4 If the customer is not an Approved Credit Account Customer, payment is required prior to shipment of the Goods.
- 2.5 Prices quoted by Sustainable Formulations Group Pty Ltd are valid for a period of 14 days from the date of the quote.
- 2.6 List prices and specifications of Goods are subject to change without notice.
- 2.7 Sustainable Formulations Group Pty Ltd will arrange for the Goods to be shipped by an authorised Courier to the Customer's nominated delivery address.
- 2.8 If there is no one available to accept and sign for the delivery of the Goods at the Customer's nominated delivery address, within the hours of 9am-5pm, Monday to Friday, the Customer is responsible for any additional costs incurred on account of subsequent delivery attempts having to be made.
- 2.9 Sustainable Formulations Group Pty Ltd takes no responsibility for Goods shipped by a courier specified by the Customer.
- 2.10 Delivery times advised by Sustainable Formulations Group Pty Ltd or the courier are estimates and Sustainable Formulations Group Pty Ltd will not be liable for any delay in delivery of the Goods, howsoever caused.

3. PAYMENT

- 3.1 Payment is required to be made by the Customer prior to shipment of the Goods, unless the Customer has an Approved Credit Account with Sustainable Formulations Group Pty Ltd.
- 3.2 Payment by Approved Credit Account Customers is to be made in accordance with the agreed terms of credit.
- 3.3 Payment by Customers in Australia can be made via credit card (Visa, MasterCard), and direct deposit. Payment for all online orders must be paid by credit card.
- 3.4 Credit card payment facilities are not available for Customers outside of Australia.
- 3.5 If payment is made by credit card, a transaction fee and applicable GST may apply:
 - a. Visa and Mastercard – 1.6%
 - b. Corporate Visa and Mastercard – 3%
- 3.6 Prices detailed on our website are applicable to online transactions only. Prices may vary between our online store and are subject to a different pricing schedule.

4. INSPECTION, ACCEPTANCE, OWNERSHIP

- 4.1 Sustainable Formulations Group Pty Ltd retains ownership of Goods until full payment has been received for the Goods.

4.2 Until title in Goods passes to the Customer, it is the Customer's responsibility to store the Goods appropriately.

4.3 Upon non-payment within the trading terms Sustainable Formulations Group Pty Ltd is entitled to retrieve the Goods and its agents or employees, may enter the purchaser's premises or any other place where the Goods are stored. When called upon to do so, the Customer must deliver up the goods to Sustainable Formulations Group Pty Ltd. The Customer indemnifies Sustainable Formulations Group Pty Ltd against any claim, action or damages arising out of any such action, and against the cost of the same.

4.4 Upon delivery it is the Customer's responsibility to inspect all Goods.

4.5 Unless the Customer notifies Sustainable Formulations Group Pty Ltd to the contrary on the day of delivery, the Goods will be deemed to have been accepted by the Customer.

5. WARRANTY

5.1 Nothing in this clause affects a Customer's rights under the Australian Consumer Law.

5.2 Goods sold by Sustainable Formulations Group Pty Ltd carry a warranty provided by the manufacturer.

5.3 Goods manufactured in-house by Sustainable Formulations Group Pty Ltd carry a 30-day warranty.

6. GOODS, RETURNS AND REFUNDS

6.1 Nothing in this clause affects a Customer's rights under the Australian Consumer Law.

6.2 Goods that are ordered incorrectly, or where the Customer changes its mind, may be returned to Sustainable Formulations Group Pty Ltd for a credit, provided that:

- a. The goods are returned within 7 days of the invoice date;
- b. The goods are complete and in their original packaging;
- c. The packaging is capable of being re-sealed;
- d. A 20% re-stocking fee applies to Goods returned more than 7 days from the invoice date;
- e. Goods returned more than 30 days from the invoice date will not be accepted for a credit;
- f. Special non-standard Goods or Goods specially made by Sustainable Formulations Group Pty Ltd for a Customer order will not be accepted for credit;
- g. Freight charged on the original invoice for the Goods will not be credited on returned Goods;
- h. The Customer is responsible for the cost of returning the Goods to Sustainable Formulations Group Pty Ltd.

6.3 Goods that are received in damaged condition (in transit) or are defective within 5 working days from the date of invoice are considered DOA (Dead on Arrival) and can be returned to Sustainable Formulations Group Pty Ltd at Sustainable Formulations Group Pty Ltd' cost for replacement or refund.

6.4 The process for returning Goods for repair under warranty is as follows:

- a. The Customer must obtain and complete a Sustainable Formulations Group Pty Ltd Repair Authorisation (RA) form prior to returning the Goods, detailing the nature of the fault.
- b. Sustainable Formulations Group Pty Ltd will allocate an RA number to the Goods.
- c. The Customer must clearly label the Goods with the RA number for identification purposes.
- d. An RA is valid for 7 days, the Goods must be returned promptly.
- e. An RA is an authorization to return the Goods for evaluation, it is not an agreement by Sustainable Formulations Group Pty Ltd to credit or replace the Goods.
- f. A service fee may apply if there is no fault found with Goods returned for repair.

6.5 To the extent permitted by law, Sustainable Formulations Group Pty Ltd limits its liability for any loss or damage caused by or arising out of the use of the Goods, or arising out of failure, malfunction, or deterioration of such Goods, to the cost of repair or replacement of the Goods