



## LASER CUTTING DIRECT SALE TERMS & CONDITIONS

### 1. Definitions

**Buyer** means the buyer of the Goods specified in the Order.

**LCD** means Fiona and David Blevins trading as Laser Cutting Direct.

**Goods** means steel cut or bent by LCD to the specifications provided by the Buyer.

**Guarantor-** means, where the Buyer is a company, the directors of that company.

**Order** means an Order for Goods made by the Buyer.

**Invoice** means the invoice for payment of Goods and services issued by the LCD.

**Quote** means a quote for laser cutting or bending services provided to the Buyer in accordance with clause 3.

### 2. Acceptance

2.1 The Buyer acknowledges that these Terms and Conditions constitute the whole agreement between the Buyer and LCD unless otherwise stated in writing.

2.2 If any of these Terms and Conditions are to any extent held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining Terms and Conditions will not be affected and will remain in full force and effect.

2.3 These Terms and Conditions apply to all Goods supplied pursuant to an Order, Invoice and/or Quote from the date that these Terms and Conditions are signed by the Buyer.

### 3. Orders

LCD provides steel laser cutting or bending services. The method by which a Buyer can engage the services of LCD is to send a drawing and specifications to LCD either through the LCD website or by email. LCD will then provide a quotation based on whether LCD will provide the steel, whether the steel will be provided by the Buyer. The Buyer acknowledges that LCD does not offer design services or services requiring changes to the drawings and specifications provided by a Buyer. On receipt of a request from a Buyer, LCD will provide a Quote and the Buyer can accept the Quote by submitting an Order within 7 days of the date of the Quote. Drawings and specifications cannot be changed once an Order has been submitted except with the consent of LCD, which consent LCD can withhold at their sole discretion.

### 4. Terms of Payment

4.1 The Buyer must pay LCD for all Goods and services on the date specified on the Invoice ("**Payment Due Date**"), unless the parties agree to different payment terms in writing.

4.2 LCD reserves the right to require a deposit or full payment prior to the dispatch of all collections of Goods.

4.3 The Buyer must pay interest on any amount outstanding at the Payment Due Date. Interest is calculated at a rate of 10% and will accrue daily from the Payment Due Date until the outstanding amount is paid in full.



## 5. Price

- 5.1 Unless otherwise specified in writing, prices quoted are exclusive of GST.
- 5.2 LCD may amend its pricing structure at any time without notice (except within 7 days of issuing a Quote).

## 6. Materials

- 6.1 The Buyer must specify in writing on the Order the grade of material required for that Order. LCD is not liable for any loss or damage to the Buyer resulting from the selection of a material grade that is not suitable for the Buyer's needs.
- 6.2 If the Buyer provides their own material for LCD to cut or bend, the Buyer acknowledges that some of the mandatory consumer guarantees under the Australian Consumer Law do not apply to the supply of Goods, including guarantees for:

- (a) acceptable quality;
- (b) fitness for disclosed purpose;
- (c) supply of goods by description;
- (d) supply of goods by sample;
- (e) repairs and spare parts; and
- (f) any express warranties.

- 6.3 If the Buyer provides their own material for LCD to cut or bend, the Buyer must indicate in writing at the time of the Order if they wish to retain any offcuts or scrap material. LCD otherwise has the right to dispose of any offcuts or scrap material at the completion of the works.
- 6.4 As steel is cut or bent to the Buyer's drawings and specifications LCD does not accept returns unless the Goods are not in accordance with the drawings and specifications. Any claim that Goods are not in accordance with the drawings and specifications must be notified to LCD in writing within 2 business days. Outside of this time frame no returns will be accepted.

## 7. Insurance

- 7.1 Materials supplied by the Buyer to LCD for the purposes of laser cutting or bending remain the responsibility of the Buyer.
- 7.2 The Buyer is responsible for maintaining insurance of any such materials during the period that they are in the position of LCD for the purposes of cutting, bending welding, galvanising, or otherwise processing that material in accordance with a Quote and Order.

## 8. Warranties

All materials used by LCD are third party products and are subject to the warranties and representations of the applicable manufacturers.

## 9. Releases and Indemnities

- 9.1 The Buyer releases LCD from any claims relating to faults in the specifications that are provided by the Buyer.



9.2 The Buyer releases LCD from any claim, action, tribunal or Court proceedings in respect of the Goods and services and indemnifies LCD from all liability, including all loss or damage incurred by it in relation to any such claim.

## 10. Intellectual Property

10.1 LCD shall retain the copyright in all drawings and designs of any products produced for the Buyer unless otherwise agreed in writing.

10.2 The Buyer warrants that any drawings, specifications and designs provided to LCD for production or manufacture of any item will not infringe any third party's intellectual property rights. The Buyer indemnifies LCD against any such third-party claims.

10.3 The Buyer hereby consents to LCD's use of any images of finished works in its advertising material.

## 11. Returns

11.1 If the Goods produced by LCD are not consistent with the Order, the Buyer must inform LCD within 2 days of receipt of the Goods.

11.2 LCD does not offer return or refund of Goods cut or bent to specification under any circumstances.

## 12. Governing Law

These Terms and Conditions are governed by the laws of the state of New South Wales, Australia.

## 13. Title and Risk and Retention of Title

13.1 Title to the Goods passes to the Buyer upon LCD receiving payment of the price.

13.2 The risk in the Goods passes to the Buyer upon delivery of the Goods to the Buyer or collection by the Buyer of the Goods from LCD. LCD has no responsibility for any damage to the Goods after this time. Where the Buyer directs LCD to deliver Goods to a third party, risk in the Goods passes to the Buyer on delivery to that third party.

13.3 Title to the Goods shall remain with LCD until payment in full has been received by LCD. If payment in full is not received by LCD by the Payment Due Date, then LCD shall have the right, with or without notice, to recover possession of the whole or any part of the Goods without prejudice to other rights and remedies. *Personal Properties Security Act 2009* on the Personal Properties Security Register to secure LCD rights pursuant to clause 7.3.

13.4 LCD may at its discretion register as Security Interest pursuant to the *Personal Properties Securities Act 2009* on the Personal Properties Security Register to secure the interest of LCD in the Goods pursuant to clause 10.3.

## 14. Indemnities

The Buyer releases LCD from any claim, action, tribunal or court proceedings in respect of the Goods or services and indemnifies LCD from all liability, including all loss or damage incurred by it in relation to any such claim.



**15. Consent to Credit Check**

- 15.1 A Buyer who is applying for a credit account with LCD hereby consents to LCD conducting relevant checks of the Buyer's credit history.
- 15.2 If the Buyer's credit history is unsatisfactory to LCD, LCD retains the right to refuse to provide the Buyer with a credit account.

