

BIOGUARD WEBSITE PAYMENTS TERMS & CONDITIONS

Terms:

This website is administered and presented by BioLab Australia Pty Ltd. Payments made via newretailer.bioguard.com.au are final and not disputable unless unauthorised use of your payment card is proved to BioLab's satisfaction.

When transmitting your personal information over the internet, you should remember that the internet is not a secure environment. Any personal information submitted by you will be used to send you a receipt for your payment. BioLab will take steps to ensure your personal information is held securely and you may request access to, and correction of, all such information by contacting BioLab's Head Office.

You agree to indemnify BioLab and its group companies, directors, shareholders and employees (KIK) in full against all loss, liability, expense, damage, expense or costs that you suffer or incur directly or indirectly as a result of or in connection with your use of this Site.

Settlement for payment is strictly 30 days net from end of month. **An administration fee of 2.00% per month will be charged on all overdue accounts.** BioLab Australia Pty Ltd and BioLab Ltd (BioLab) reserves the right to amend the administration fee on overdue accounts at any time and without notice. Credit facilities will be suspended on all overdue accounts and any order placed will only be supplied on a prepaid basis, until such time as the account is within trading terms.

GST:

Australia:	10%
New Zealand:	15%

Returns:

- Our plant and warehouses will not accept returned goods without a Goods Return Authorisation (GRA) number. This number can only be obtained from the Customer Service Department.
- Goods returned that have been ordered in error by the retailer are subject to a 15% restocking fee. This fee covers the substantial cost of freight, warehousing and administration charges. To allow us to process credits for returned goods in a prompt manner, you must obtain an GRA number from our office within 7 days of receiving the order.
- We cannot accept opened cases for credit.

Freight :

Under the dangerous goods legislation Class 5.1 products and Class 8 products cannot be shipped together on the same vehicle without segregation. Thus, when an order is placed it will be split into separate deliveries and shipped with the packing list matching the stock delivered. The following **freight charges are applicable to all deliveries:**

Australia: BioGuard Chemicals: Orders under AUD500 - AUD30 per delivery plus AUD 0.35c per kilo. Orders over AUD500 - FREE into store (no charge).

BioGuard Chlorinators & Hayward Products: These items are not included in the above freight threshold. Orders under AUD250 (ex GST) will incur a \$15.00 delivery/handling fee. Orders over AUD250 (ex GST) delivered FREE into store.

New Zealand: BioGuard Chemicals: Orders under NZD500 - NZD30 per delivery plus NZD 0.35c per kilo. Orders over NZD500 - FREE into store (no charge).

BioGuard Chlorinators: These items are not included in the above freight threshold. Orders under NZD350 (ex GST) will incur a \$15.00 delivery/handling fee. Orders over NZD350 (ex GST) delivered FREE into store.

Hayward Products: All Hayward orders (regardless of value) will incur a delivery fee of NZD\$10.00.

Orders:

Due to system constraints, orders cannot be added to after they have been placed. All additions to orders will be treated as a new and separate order. **No liability** will be accepted for goods lost in transit, damaged or missing on arrival of the delivery unless the transport consignment note is amended by the receiver to the actual number of cartons received and number damaged. Claims for credit must be lodged within 24 hours and a copy of the amended consignment note must accompany the request for credit.

Title:

Title to the product shall remain with BioLab until the purchase price therefore shall have been paid in full. Failure to pay the purchase price of the product or any part thereof when due shall give BioLab the right, in addition to any other rights BioLab may have, without liability to trespass or any other action, to take possession of the product with or without notice to the Purchaser. The Purchaser hereby irrevocably authorises BioLab and its agents to take possession of the product and every part thereof in the event that payment therefore has not been made in full.

General:

Prices are subject to change without notice.

We reserve the right to limit quantities or allocate supply of goods.

Invoice prices are those in effect at time of shipment.

Split cases are not available.

Please contact BioLab on BioLabAUAR@biolabinc.com if you have any further questions.

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