



Mitchell's Wholesale Supplies
ABN: 94 440 445 005

TERMS AND CONDITIONS OF TRADING

7-9 Holmwood Rd
PO BOX 4231
West Footscray
Victoria 3012
Tel: (03) 9314 3666
Fax: (03) 9314 2211
Email: sales@mitchells.net.au

SUPPLY ON CREDIT

1. Application to open a credit account must be completed on an official Mitchell's Wholesale Supplies application from before supply will be considered.
2. Terms and Conditions on which a credit account may be granted and operated are subject to change at any time without notice.
3. No further credit will be given to any customer, which has balances outstanding for sixty (60) days or more. The credit amount must be returned to a current status before credit will be allowed.
4. Mitchell's Wholesale Supplies reserves the right to take the following action against any customer outside the credit terms.
 - a. Withhold supply and dispose of any stock held against orders
 - b. Institute legal action for the recovery of outstanding balances and costs incurred.
 - c. Terminate credit facilities, and Mitchell's Wholesale Supplies shall not be liable to the customer for any loss or damage resulting directly or indirectly from such action.
5. Interest may be charged on balances outstanding for sixty (60) days or more at a rate of 2% per month.

RETENTION OF TITLE

1. The title of all goods shall not pass to the customer until all outstanding amounts have been paid in full to Mitchell's Wholesale Supplies.
2. From the delivery until the title so passes, the customer shall take all necessary precautions (including appropriate insurance cover) to protect the goods from loss or damage.
3. Should the customer fail to pay for the goods when due, Mitchell's Wholesale Supplies reserves the right to recover possession of the goods and /or resell the goods without prejudice to any other rights and for that purpose to enter upon any premises used or occupied by the customer.

TERMS OF SALE

1. The normal terms of sale are full payment to be made on or before the 25th day of the month following the month of invoicing.
2. Mitchell's Wholesale Supplies regrets that invoiced cannot be forward dated.

PRICES

1. Prices are subject to alteration without notice and all goods sold at prices ruling at the time of delivery.
2. Any reference to retail prices are recommendations only and there is no obligation to comply with any recommended retail prices.
3. Where applicable G.S.T. (Goods and Services Tax) will be charged at the rate in effect at time of shipment of order

FREIGHT

Freight into store will be prepaid at the customers expense for all orders, or by the customer's nominated carrier.

MINIMUM ORDER LEVEL

Minimum order shall be two hundred dollars (AU\$200.00) plus G.S.T.

INSPECTION

It is the responsibility of the customer to inspect and check goods as soon as reasonably practicable after delivery to ensure that the quality, condition, quantity and specifications of the goods conform to both the original order and the invoice received with the goods. Any claims must be notified to Mitchell's Wholesale Supplies within five (5) days of the initial delivery or they cannot be accepted. This shall equally apply in the case of goods delivered directly to a third party on the instructions of the customer.

RETURNS

All returns must be authorised by Mitchell's Wholesale Supplies and a returns authorisation number received prior to dispatch. Mitchell's Wholesale Supplies will not accept any returned goods that are dispatched on a freight forward basis.