

# Andi-Co Australia Pty Ltd / Terms & Conditions of Sale

ABN 08 005 899 365

## 1. ORDERS AND SPECIFICATIONS

- 1.1 Where Andi-Co accepts an order from a Customer the following Terms and Conditions of sale apply and constitute an agreement by the Customer to purchase the Products subject to these Terms and Conditions.
- 1.2 No order may be cancelled or varied by the Customer except with the agreement of Andi-Co Australia Pty Ltd.
- 1.3 If Andi-Co notifies the Customer that the Product ordered is out of stock, the customer may cancel the order and obtain a refund of any Deposit Payment paid.
- 1.4 Orders cancelled due to Customer not meeting the Terms and Conditions of sale as outlined may incur a 10% processing fee.

## 2. PRICE

- 2.1 The price of Products will be as set out in both the order and the invoice. Subject to sub-clause 1.3 the Deposit Payment paid by the Customer to Andi-Co may be forfeited by Andi-Co.
- 2.2 Any Concession or discount prices will be calculated from the unit price.

## 3. PAYMENT

- 3.1 The date and method of payment for the Products is as set out in the order.
- 3.2 Where a product is purchased on a Deposit Payment basis, a minimum amount of 20% of the price of the Product is payable at the time the order is issued. Upon accepting an order, Andi-Co will apply the Deposit Payment against the total price of the Product. All Deposit Payments are payable at the time the order is issued. The balance of the total price is payable prior to delivery or within 120 days of order (whichever is the sooner)
- 3.3 If the Customer fails to make any payment on the due date, then without prejudice to any other right or remedy available to Andi-Co, Andi-Co may
  - 3.3.1 Charge the Customer Interest (both during and after judgment) on the amount unpaid, at the rate of 18% per annum (calculated on a daily basis);
  - 3.3.2 Charge the Customer for all reasonable cost, fees and expenses incurred by Andi-Co in obtaining payment for its Product.

## 4. DELIVERY

- 4.1 Andi-Co will deliver the Products to the place specified for delivery by the Customer in the order, or where no place is specified, to the Customer's address as set out in the order, provided at all times that the place of delivery is within metropolitan areas specified by Andi-Co and the applicable delivery fee has been paid.
- 4.2 Any dates specified for delivery by Andi-Co are estimates only and any failure on the part of Andi-Co to deliver within the time stated will not entitle the Customer to repudiate the Agreement in whole or in part.
- 4.3 Provided that payment is made in full for new products within 120 days of order, at the Customers request Andi-Co will hold the Product for a maximum of 60 days after payment. After the expiry of 60 days after payment, the Product will be delivered to the Customer or Agent.
- 4.4 If the Customer fails to take delivery of the products on the later of:
  - 4.4.1 7 days after notification to the Customer that the Products are ready for delivery, and
  - 4.4.2 60 days after payment is made in full, or
  - 4.4.3 If full payment has not been made in respect of the goods 120 days after order,Andi-Co may cancel the order and sell or otherwise deal with the Products. In these circumstances the Customers Deposit payment may be retained by Andi-Co.

## 5. RISK AND TITLE

- 5.1 Risk of damage to the Products passes to the Customer at the completion of the delivery of the Products.
- 5.2 Property and title in the Products will not pass to the Customer until the Customer has made payment in full of the price of the Products.
- 5.3 If the Customer sells the Products prior to making payment in full, the Customer will be deemed to hold the proceeds of that sale (or such part as is sufficient to discharge the debt owed to Andi-Co for the Products) on trust for Andi-Co.
- 5.4 If the Customer wants to return goods for any other reason than delivery damage, a 20% restocking fee will be charged.

## 6. WARRANTY

- 6.1 Products have a 3 year (36 month) parts and labour warranty. Refer to the warranty card that accompanies the appliance or visit [www.andico.com.au](http://www.andico.com.au) to view warranty information.
- 6.2 To the extent permitted by law, and except as otherwise expressly provided for in these Terms and Conditions, Andi-Co excludes all conditions, warranties, obligations and liabilities (including liability for negligence however arising) in any way directly or indirectly relating to the quality, performance or characteristics of the Products whether that condition, warranty, obligation or liability is implied by virtue of any statute, the common law, equity, trade custom or usage or otherwise.
- 6.3 The Buyer/Customer acknowledges the personal information provided pursuant to this warranty will be collected by the authorized Agent and by Andi-Co and used for the purpose of fulfilling all obligations under this warranty. The Buyer also consents to this information being used by Andi-Co Aust for the provision of marketing purposes. Andi-Co will not disclose the Customer information to mailing houses and market research company's. The Agent and Andi-Co acknowledge that the Buyer may access the personal information it collects pursuant to this warranty and may do so by request in writing to the Privacy Officer as per clause 7.

## 7. PRIVACY

- 7.1 Whenever we collect and otherwise deal with your personal information, we are governed by the Australian Privacy Principles which are contained in the Privacy Act 1988 (Cth), (ACT).
- 7.2 Therefore whenever collecting and dealing with information such as your name, address, email address or phone number, we will be bound by these principles.
- 7.3 You may obtain a copy of our privacy policy on our website ([www.andico.com.au](http://www.andico.com.au)) or by contacting:  
Andi-Co Australia Pty Ltd  
1 Stamford Rd, Oakleigh VIC 3166  
Tel: (03) 9569-1255 Fax: (03) 9569-1450

## 8. FORCE MAJEURE

- 8.1 Andi-Co will not be liable to the Customer or be deemed to be in breach of the agreement by reason of any delay in performing or any failure to perform any of Andi-Co's obligations in relation to the Products. If the delay or failure was due to any cause beyond Andi-Co's reasonable control.

## 9. DEFINITIONS

- 'Andi-Co' means Andi-Co Australia Pty Ltd and its authorized agents and employees;  
'Agreement' means the agreement entered into pursuant to sub-clause 1.1;  
'Customer' means the person or entity whose name and address appear on the order as the purchaser of the Products;  
'Products' means the Andi-Co products referred to in the order: and  
'Deposit Payment' means an amount paid by the customer to Andi-Co at the time of placing an order for the Products to show that there is a bone fide offer (subject to acceptance by Andi-Co) to purchase the Products.  
'Agent' means the authorized Andi-Co retail agent through whom the Customer has ordered the Products.  
'Whitegoods' means all domestic products sold under the Andi-Co Chartered Agency System, including, but not limited to kitchen appliances.