

# **Dandenong Hospitality Supplies Pty Ltd**

**Shop 2, 6 Princes Highway, Doveton VIC 3177**

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ABN 71 111 706 784

## **CONDITIONS OF SALE AND TRADING TERMS**

### **GENERAL CONDITIONS AND TERMS:**

Dandenong Hospitality Supplies Pty Ltd (DHS) takes all reasonable care in providing any goods, services or equipment to any of its new or existing clients. DHS will not take any responsibility for any losses arising from the non performance of:

- Late deliveries from trade or service suppliers.
- Any losses arising to the purchase, breakdown or malfunction of any supplied goods, services or equipment (loss of food, employee time, income, etc.).
- Any goods or equipment damage incurred whilst in transit where freight or delivery is organised by the purchaser.

### **INVOICE PRICE:**

All goods, services and equipment invoice prices which are listed, advertised or quoted by DHS exclude 10% GST and do not include any repackaging, freight, delivery, insurance or addition service charges. Where the invoice price may include GST, these special terms will be denoted and suitably displayed at point of purchase.

### **DELIVERY & INSURANCE CHARGES:**

Delivery charges will apply when equipment is delivered and must be confirmed prior to dispatch from the DHS warehouse, agent or trade supplier. Freight insurance must be specified by the customer at the time of order and is at an additional charge, other wise it is the customer's responsibility to cover any equipment damage whilst in transit. DHS will prepare and pack goods for shipment with due care but will not be responsible for loss or damage to goods shipped.

### **PAYMENT OF GOODS:**

Credit card payments will only be accepted with original imprint, signature and personal identification. No remote credit card payments will be accepted unless completed on the DHS Form under all circumstances. DHS does not accept the payment of any goods or services via AMEX or Diners Card. Credit is extended solely at the discretion of DHS and may be withdrawn without notice temporarily or for an extended period at the discretion of DHS.

All goods must be paid in full including any service charges and GST prior to pick up from DHS or delivery. Any prior approved accounts are strictly net thirty (30) day settlement from the day of invoice and with any outstanding accounts in excess of 30 days, settlement interest will accrue and be payable at the rate of 18% monthly. All non-approved accounts will be strictly C.O.D. for all stock and non-stock equipment.

All equipment or services supplied with invoice remain the property of Dandenong Hospitality Supplies Pty Ltd until payment has been made in full. Whilst DHS retains title to the goods, the purchaser must not sell, pledge, mortgage, lend, transfer, encumber or otherwise deal the goods without the prior written consent of DHS. On the occurrence of any breach of these conditions DHS is irrevocably authorized at any time to enter any premises where the goods are situated and to take possession of and remove the goods. All legal litigation necessary to recover the cost of goods and services, or other supplier costs shall be carried out in the State of Victoria.

**ORDER DEPOSITS:**

Current DHS order deposits are: Non-stock/custom made = 50%, All stock items = 25% of the original invoice price including GST. An order deposit for any non-stock/custom made equipment will be required at the time of order with DHS and is not refundable under any circumstances including cancellation of order. Deposits for stock items will not be refunded if goods are not fully paid for within the first three months from the date of order.

**STORAGE:**

Storage of paid goods will be undertaken at the discretion of DHS and its agents, whilst storage costs may apply where applicable and charged by tax invoice.

**WARRANTY:**

All equipment supplied by DHS are subject to a minimum three (3) months warranty covering faulty manufacture from original invoice date. Any faulty manufactured goods supplied shall be verified by a DHS authorized personnel. All goods supplied by other manufacturers are covered by the original equipment manufacturer's warranty, usually 12 months. DHS does not accept any responsibility for misuse or wrong application of goods supplied or will not be covered under warranty. Where a service is required to adjust or replace a faulty part during the warranty period, the service labour rate payable are for normal working hours and business days and does not cover after hours, weekends, public holidays, etc.

**CLAIMS:**

Any claims for credit must be supported with the original DHS tax invoice or receipt and will not be recognized after seven (7) days from the date of delivery or pick up. DHS will recognise any incorrectly supplied goods or equipment to the invoiced customer. A 25% re-stocking fee will apply for all returned or unused goods outside of the first seven days. All equipment produced to customer specifications or are non-stock items are not returnable under any circumstances.

**SPECIFICATIONS:**

DHS reserves the right to change any equipment, service or supply specifications without prior verbal, written or electronic notice. Other special supply conditions may apply from time to time, so please ask DHS for details.

**WEB SITE TERMS:**

All pictures displayed may not reflect the exact description of goods and may reflect a different invoice price. Please confirm with DHS staff prior to ordering or making payment. DHS has the right to change any information listed on the DHS website or has the right to withdraw or cancel any product from purchase at any time without prior notice.

**USED EQUIPMENT:**

DHS is an agent for Silver Chef Limited and sells used or second hand hospitality equipment under their terms and conditions. If purchasing equipment owned by Silver Chef Limited, the purchaser should check to ensure that they are familiar with any special terms and conditions that may affect the invoice price, supply, and delivery or warranty terms.

**DOYON BAKING EQUIPMENT:**

DHS is the licensed importer of the baking equipment range manufactured and marketed by Doyon Equipment Inc., whose head office is located in Quebec, Canada. The DHS sales territory covers Australia, New Zealand and their territories, so please refer to DHS for details of any special trading terms or supply conditions that may apply.

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