



# Get Packed Pty Ltd

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A.B.N. 47 074 596 197 A.C.N. 074 596 197

## TERMS AND CONDITIONS

### 1. INTERPRETATION

In these terms and conditions:

- "Company" means Get Packed Pty Ltd (ABN 47 074 596 197);
- "buyer" or "customer" means the persons (including it's/their successors, personal representatives and permitted assigns) acquiring goods from the Company. Where there is more than one Buyer, the covenants on their part contained herein shall be deemed to be joint and several covenants;
- "goods" means all goods/products and/or services supplied by the Company to the Buyer.

### 2. GOVERNING LAW

- (i) These terms and conditions are governed by the laws of New South Wales .
- (ii) The Buyer and the Company agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts appeal from them.

### 3. CREDIT TERMS AND CONDITIONS

Please read this carefully

These terms and conditions are deemed to be incorporated into all contracts for the supply of goods by the Company to the Buyer and supersede all terms and conditions previously issued by the Company. No contract for the supply of goods shall exist between the Company and the Buyer except upon these terms and conditions, unless their exclusion or modification is agreed to in writing by the Company. Any order placed by the Buyer to the Company for the supply of goods is deemed to be an order incorporating these terms and conditions, notwithstanding any inconsistencies in the order of the Buyer. Where the Buyer places an order for goods which contains terms and conditions different from those herein, subsequent delivery of the goods to the Buyer shall be deemed to be a counter-offer to supply the goods on these terms and conditions and such a counter-offer shall be deemed to be accepted by the Buyer on acceptance of the goods.

- (i) The Buyer agrees to pay the Company the purchase price of the goods within 30 days from the date of any invoice in respect of the goods.
- (ii) We do not accept that a query on part of an account is sufficient reason for non payment. Any claims against alleged errors should be made within 7 working days of goods / services being supplied.
- (iii) Should the Buyer default in the payment of any statement on due date then all monies due to the Company shall immediately become due and payable and shall be paid by the Buyer within forty five (45) days of the date of demand and the Company shall be entitled to charge interest on all overdue accounts

from the date of due payment at the rate which equates to the overdraft interest rate charge plus two percent (2%) to the Company by its Bank to the Buyer.

**(iv)** Should the Buyer default in the payment of any monies comprised in the Buyers debt (such money being due and payable at the time expressly agreed between the Company and the Buyer and in default of such agreement according the normal terms of trade of the Company or, in respect of amounts not covered by the Company's ordinary terms of trade on demand by the Company), the Company can;

**(a)** appoint a receiver, receiver and manager, liquidator, provisional liquidator, official manager, or administrator over all or any of the assets of the Buyer or a scheme of arrangements is proposed or approved with respect to the Buyer;

**(b)** Present a petition for the winding-up of the Buyer.

**(v)** The Buyers shall pay to the Company the costs and expenses incurred by the Company of solicitors, legal advisers, mercantile agents and other agents acting on the Company's behalf in respect of any recovery or attempted recovery of either the Buyers debt or possession of the goods (whether in whole or in part) and the amount payable shall form part of the Buyers debt.

**(vi)** All goods sold to Buyers are subject to the Company terms and conditions which prevail over any contrary terms and conditions incorporated in standard orders supplied by Buyers.

**(vii)** The Company shall be entitled without notice to terminate any credit arrangements with the Buyer in the event of the Buyer defaulting in any of the terms and conditions herein contained . It is our normal practice to advise a Buyer if goods are not to be shipped from our warehouse due to non payment. HOWEVER, not withstanding, the Company will not accept responsibility or any liability of any claim arising from such non-shipment.

**(viii)** The Company shall be entitled at any stage during the continuance of this agreement to request such security or additional security as the Company shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.

**(ix)** Minimum invoicing value is \$200.00.

**(x)** A Buyer who cancels an order after it has been dispatched or incorrectly orders goods except for custom made items, which are non returnable, will incur a handling and administration fee of 15% of the total invoice plus the freight costs.

#### **4. TITLE TO GOODS**

Until the purchase price of the goods comprised in any invoice and all other monies due by the Buyer to the Company on any account whatsoever have been paid or satisfied in full:

**(i)** The goods comprised on any such invoice shall remain the property of the Company notwithstanding the delivery of its goods and the passing of the risk to the Buyer.

**(ii)** The Company may at any time recover the goods comprised in any such invoice if they are in the Buyers possession and resell the goods if any payment owed by the Buyer on any account is overdue or if the Company considers that the amount outstanding on the general statement of account between them is in excess of the credit limit which the Company is willing to accord the Buyer.

**(iii)** For the purpose of so recovering the goods, the Company, its servants or agents, may enter upon the Buyers or other premises on which the goods are located.

**(iv)** The Buyer shall possess all goods comprised on any invoice on a fiduciary basis only.

**(v)** The Buyer shall comply with all the requests of the Company concerning the manner in which the goods are to be stored and identified as belonging to the Buyer.

(vi) The Buyer has the right to dispose of the goods in the course of its business for the account of the Company and to pass good title in the goods to its purchaser being a bona fide purchaser for value without notice of the Company.

(vii) The payment of any account or invoice of the Buyer shall become immediately due and payable on the Bankruptcy Winding-up or Receivership of the Buyer.

(viii) The Company is entitled to retake possession of any unpaid goods in the event that the Buyer defaults or commits an act of bankruptcy, or a Receiver is appointed, or the Buyer goes into liquidation, or official management, or some other form of insolvency administration, whether formal or informal, or the Buyer ceases to carry on business, or the Buyer makes a scheme or compromises with his creditors, without prejudice to any other rights of the Company.

(ix) The Company shall have a right to any claims the Buyer may have against a purchaser from the Buyer emanating from the sale of these goods.

(x) The Company is entitled to trace the proceeds of the sale of such goods.

(xi) The Company will not be liable to the Buyer (whether in contract, in tort, under statute or in any other way and whether due to negligence, deliberate conduct or any other cause (and whether in respect of direct or indirect loss) or for any act, omission or event arising out of or in any way connected with the goods or any order or any contract with the Buyer.

## **5. PRODUCT SUITABILITY**

(i) Goods from the Company are checked at random to assure consistency of quality.

(ii) All information and recommendations issued on Company goods have been based on research and is believed to be reliable but does not constitute a warranty. All Company goods are sold with the understanding that the buyer will independently determine the suitability of the product for the buyer's purpose.

## **6. WARRANTY**

All packaging machinery are covered by a standard 6 months labour / 6 months parts warranty, based on a standard 38 hour working week unless otherwise stated on the invoice. Service contracts and extended warranties are also available. Most parts are available from stock. In the unlikely event of a breakdown, simply return the machine to us, we will repair it and return it to you as soon as possible.

## **7. WEAR ITEMS & SPARE PARTS**

As with all packaging machinery, some parts will suffer wear & tear over time. The most common wear parts are the Teflon Tape, Sealing Rubbers, Sealing Blades and Wires, Knives, Drive & Conveyor Belts . These, however are easily replaced and are available from stock in most cases. Customers can choose from next day or three day delivery.

## **8. MAINTENANCE**

We appreciate that in today's busy production schedules, not all routine maintenance gets done. Many warehouses operate without any full-time in-house engineering support. To ensure optimum performance, we recommend that wear parts are checked regularly and replaced as and when required, machines are blown out and cleared of dust and debris weekly. Service visits can be arranged by contacting [sales@getpacked.com.au](mailto:sales@getpacked.com.au)

## **9. SERVICE VISITS**

All Get Packed in-house engineers are trained on the entire range of [packaging machines](#). They are available for on-site visits, but most events can be dealt with over the telephone. If you have a query, please 1800 007 320 or contact [sales@getpacked.com.au](mailto:sales@getpacked.com.au)

## **10. HIRE**

Downtime costs money. We therefore run a Hire Program where possible, whereby if a unit is sent in for repair (outside of its warranty period), a replacement is sent out on hire at a nominal cost, until the original unit has been repaired and returned to the customer.

## **11. RECOMMENDED CLEANING & INSTALLATION PROCEDURES FOR SPECIALITY TAPES**

### **(i) SURFACE EVALUATION**

Most adhesive backed tapes are suitable for bonding to a variety of surfaces, including many plastics, composites, sealed wood, sealed concrete and metals. A thorough evaluation is recommended when bonding to any questionable surface. Porous surfaces such as wood, concrete & brick should be smooth & sealed with an appropriate sealer prior to application.

Our tapes can only be applied to a surface that has been adequately cleaned and is dry and smooth. Very smooth & high gloss surfaces should be scuffed with 1200 wet & dry grit or equivalent abrasive followed by the cleaning process mentioned in Step 2.

Surfaces must be free of:

- # Any Contaminants
- # Moisture & Chemical Residue
- # Dust, Fibres, Concrete Powders, Sand, Soil or Dirt Particles
- # O.E.M. Cleaners, Grease, Wax, Detergent & Soap Residues
- # Flaking Paint, Rust or any Loose Material.

### **(ii) CLEANING INSTRUCTIONS**

The surface being applied to should be cleaned with an appropriate cleaning solution, preferably IPA (Isopropanol) using a clean lint-free wiping cloth or disposable wipe (never re-cycled rags). This should be performed no more than 15 minutes prior to application.

Surfaces that show any indication of flaking, rust or sediment build up, should be scuffed prior to application to loosen & remove any particles prior to the use of the cleaning solution. This can be achieved using various methods such as wire brushing, sanding & other similar means.

**Under no exception should a chemical remover be used.**

### **(iii) INSTALLATION PROCESS**

Once the surface has been adequately smoothed, cleaned & allowed to dry or cure the installation can occur. Remove the protective release liner from the adhesive tape immediately prior to applying to the part you are bonding, being careful not to contaminate the adhesive with fingers or hands.

Once the tape is in place, ensure that sufficient rub down pressure is applied to the entire surface area of tape to activate the pressure sensitive adhesive. Surface temperature should be above 10 degrees C at time of application. (Use some heat if necessary – Hair Dryer, Fan Heater etc).

### **(iv) STORAGE**

All tapes should be stored at room temperature to avoid moisture/condensation build up on the adhesive.

### **(v) SPECIAL NOTE**

Adhesive Bond Strength will improve with time varying from a few hours to 2-3 days depending on adhesive tape product used and climatic conditions. If you require further assistance please contact your Get Packed Technical Sales Representative.

## **12. QUANTITIES AND PRINTING**

(i) The Company will use all reasonable endeavors to supply the quantity of goods ordered by the Buyer. However good delivery shall be constituted when underage and overage is not more than 15%

(ii) Any printing, artwork or composition that may be required by the Buyer will be done or deemed to have been done upon the instructions of the Buyer and the Buyer assumes all liability and agrees to indemnify and hold the Company harmless in respect of any resulting infringement of copyright, trademarks, patents or designs and any claims, costs, expenses, damages and liabilities that may result therefrom.

(iii) Any product that is custom made is the responsibility of the Buyer and the Company takes no responsibility if the Buyer has ordered an incorrect size, colour, shape or the product does not meet the Buyers needs. A sample can be made of any product and it is up to the Buyer to request one to determine if that product is suitable for their needs.

## **13. PRICING**

(i) All prices shown and/or quoted are subject to change without notice.

(ii) All prices shown and/or quoted are plus GST 10% /tax exclusive.

(iii) The recommended prices listed are subject to change without notice.

## **14. DELIVERY**

The Company will make all reasonable efforts to have goods delivered to the Buyer on the date agreed as the delivery date, but the Company shall not be under any liability whatsoever for the consequences of any delay should the delivery not be made on this date.

The company will charge freight on all deliveries, this freight will be either an agreed amount or a set rate.

## **15. EXPLANATION OF ACCOUNT TYPES**

30 DAY CHARGE ACCOUNT - Payment must be received in our office within 30 days from INVOICE date.

No statements are issued unless asked for.