



Your Ultimate Connection!

Automotive, Electrical & Industrial Wiring Accessories

KT Cable Accessories Pty Ltd
ACN 059 087 704 ABN 96 059 087 704
P O Box 6250 YATALA DC QLD 4207
P: 07 5540 7877 F: 07 5540 7977
E: sales@ktcables.com.au
www.ktcables.com.au

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these terms and conditions:

- (a) **ACL** means the *Australian Consumer Law* contained in schedule 2 of the *Competition and Consumer Act 2010* (Cth) as amended, re-enacted or replaced, and includes any subordinate legislation.
- (b) **Financing statement, financing change statement, security agreement and security interest** have the meanings given to those terms by the PPSA.
- (c) **Goods** means the products sold by KT Cable Accessories Pty Ltd to You pursuant to these terms and conditions.
- (d) **Handling Fee** means the fee chargeable by KT Cable Accessories Pty Ltd to You for return of Goods under clause 8 which is equal to 10% of the value of the Goods returned.
- (e) **PPS Register** means the Personal Property Securities Register established under the PPSA.
- (f) **PPSA** means the *Personal Property Securities Act 2009* (Cth) as amended, re-enacted or replaced, and includes any related subordinate legislation.
- (g) **You, and Your** means the person or entity that is purchasing of the Goods from KT Cable Accessories Pty Ltd or any employee, agent or representative of that person or entity.

2. ACCEPTANCE

- (a) Any instructions received by KT Cable Accessories Pty Ltd from You for the supply of Goods and/or Your acceptance of Goods supplied by KT Cable Accessories Pty Ltd shall constitute acceptance of these terms and conditions.
- (b) Upon acceptance of these terms and conditions by You, the terms and conditions are irrevocable and can only be amended in accordance with these terms and conditions with written consent of KT Cable Accessories Pty Ltd.
- (c) None of KT Cable Accessories Pty Ltd's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of KT Cable Accessories Pty Ltd in writing, nor is KT Cable Accessories Pty Ltd bound by any unauthorised statements.

3. PRICE

- (a) Unless otherwise provided on the form of quotation, invoice, or delivery slip, the price stated on those documents is Unless otherwise provided on the form of quotation, invoice, or delivery slip, the price stated on those documents is exclusive of GST which shall be in addition to the stated price and payable at the same time as the stated price of GST.
- (b) All prices of Goods given in any brochures, letters, price list, data sheets or other documents of KT Cable Accessories Pty Ltd or provided by KT Cable Accessories Pty Ltd are exclusive of GST and subject to change without notice.
- (c) KT Cable Accessories Pty Ltd reserves the right to charge the Goods to you at that price charged by KT Cable Accessories Pty Ltd as at the date of delivery.



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4. TERMS OF PAYMENT

- (a) Our terms are strictly as outlined in the credit account application.
- (b) Unless KT Cable Accessories Pty Ltd has agreed to provide credit to You or has agreed in writing to any other payment method (which KT Cable Accessories Pty Ltd may do in its sole discretion), payment shall be made by cleared funds on or before delivery of the Goods to You. Payment shall not be deemed to have been made until KT Cable Accessories Pty Ltd has received cleared funds.
- (c) All payments must be made free of any set-off or counterclaim and without deduction or withholding whatsoever.
- (d) Notwithstanding that KT Cable Accessories Pty Ltd has agreed to provide and/or provided credit to You, KT Cable Accessories Pty Ltd in its absolute discretion, may discontinue or suspend credit to You and require payment before delivery.
- (e) Subject to the other provisions in these terms and conditions and subject to express contrary agreement made with You and recorded on the delivery docket and invoice, where KT Cable Accessories Pty Ltd has agreed to provide credit to You, payment of any monies owed to KT Cable Accessories Pty Ltd pursuant to that credit arrangement shall be made 30 days from date of invoice.
- (f) KT Cable Accessories Pty Ltd reserves the right to charge a fee on any payment that attracts a transaction fee for KT Cable Accessories Pty Ltd.

5. ORDER CANCELLATIONS

- (a) Any special build or non stock line orders may not be cancelled 2 hours after the order has been placed with KT Cable Accessories Pty Ltd unless KT Cable Accessories Pty Ltd, in its sole discretion, otherwise agrees in writing.
- (b) KT Cable Accessories Pty Ltd recommends that You obtain a deposit/confirmed trade order adequate enough to cover Your costs for any special build or non stock line items

6. RETURNS

- (a) Unless otherwise required by the ACL or other binding legislation, KT Cable Accessories Pty Ltd may at its discretion accept for credit, return of Goods subject to this clause and provided that:
 - (i) the Goods are returned to KT Cable Accessories Pty Ltd within 14 days from the date of delivery; and
 - (ii) the Goods have not been damaged in any way by the Customer; and
 - (iii) the Goods have not been used and the Goods and/or the packaging of the Goods has not been handled, damaged or interfered with to an extent inconsistent with a, reasonable examination by You; and
 - (iv) the Goods being returned are accompanied by the authorisation number issued by KT Cable Accessories Pty Ltd as no goods will be accepted for return without the authorisation number issued by KT Cable Accessories Pty Ltd and
 - (v) the Goods have not been ordered or manufactured specifically by KT Cable Accessories Pty Ltd for You or items which are KT Cable Accessories Pty Ltd non stock lines; and
 - (vi) where the Goods are marked with an expiry date, the Goods are returned at least three months prior to that expiry date.



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- (b) You acknowledge that the credit will not include:
 - (i) Any repackaging cost that may be associated with the products which must be borne by You.
- (c) The price of Goods that are returned by You and accepted by KT Cable Accessories Pty Ltd shall be credited by KT Cable Accessories Pty Ltd to Your account with KT Cable Accessories Pty Ltd or to You if no account exists.
- (d) The cost of re-delivery of Goods returned to KT Cable Accessories Pty Ltd, including the Handling Fee, must be paid by You before KT Cable Accessories Pty Ltd will accept the return of the Goods.
- (e) KT Cable Accessories Pty Ltd may, in its sole discretion, charge a restocking fee when Goods are returned by You under the provisions of this clause 5(b).

7. FREIGHT GUIDELINES

- (a) You must advise the preferred shipping method and Carrier with each order placed, or by standing arrangement.
- (b) Goods signed for and despatched from KT Cable Accessories Pty Ltd become Your sole responsibility from the time that those Goods leave KT Cable Accessories Pty Ltd's premises, notwithstanding that title in the Goods may not have passed to You. It is Your obligation to effect full insurance upon the Goods for such time as the goods are at Your risk. KT Cable Accessories Pty Ltd shall not be responsible for loss of, damage to, or destruction of, Goods during transit or otherwise whilst the Goods are at Your risk.
- (c) Freight despatched from KT Cable Accessories Pty Ltd is subject to the terms and conditions of transit of the carrier.
- (d) KT Cable Accessories Pty Ltd may, at its discretion, engage carriers on Your behalf to despatch Goods to You. The freight cost at the quoted rate, will then be billed to You via invoice with the Goods. This does not amend or override any other terms and conditions.
- (e) In the event that Goods are lost or damaged in transit, You must follow KT Cable Accessories Pty Ltd's Freight Policy published on KT Cable Accessories Pty Ltd's website, www.ktcables.com.au.

8. RETENTION OF TITLE

- (a) The title of all Goods supplied by KT Cable Accessories Pty Ltd remains with KT Cable Accessories Pty Ltd until payment for the goods is received in full from You.
- (b) All Goods supplied by KT Cable Accessories Pty Ltd must be kept separate from other goods received by You and marked as owned by "KT Cable Accessories Pty Ltd until payment is made in full.
- (c) Any monies received for the sale of these Goods must be held for the benefit of KT Cable Accessories Pty Ltd and paid to KT Cable Accessories Pty Ltd until the Goods are paid in full.
- (d) If You fail to pay the debt to KT Cable Accessories Pty Ltd then KT Cable Accessories Pty Ltd or its authorised agent may enter the premises where the Goods are located and seize those Goods and sell them to recover the amount of the debt still owing.
- (e) For the avoidance of doubt where payment is made by cheque, the payment shall be deemed not to have been made until the cheque has been honoured upon presentation.



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9. SECURITY AND CHARGE

- (a) You charge in favour of KT Cable Accessories Pty Ltd all of your estate and interest in any real or personal property that You own at present and in the future with the amount of its indebtedness under these terms and conditions until discharged.
- (b) You appoint KT Cable Accessories Pty Ltd as Your duly constituted attorney from time to time to:
 - (i) do such acts; and
 - (ii) execute in Your name such documents as KT Cable Accessories Pty Ltd may choose to lodge against any property owned by You,

which in the opinion of KT Cable Accessories Pty Ltd (acting reasonably) are necessary to give effect to any right, power or remedy conferred on KT Cable Accessories Pty Ltd by these terms and conditions or the PPSA and to give effect to the matters contemplated by these terms and conditions, even though You may not have defaulted in carrying out Your obligations under these terms and conditions.

10. PERSONAL PROPERTY SECURITIES

- (a) You acknowledge and agree that these terms and conditions:
 - (i) constitute a security agreement for the purposes of the PPSA; and
 - (ii) create a security interest in:
 - (A) all Goods previously supplied by KT Cable Accessories Pty Ltd to You (if any);
 - (B) all Goods that will be supplied in the future by KT Cable Accessories Pty Ltd to You;
 - (C) the proceeds of sale of all Goods (whether already supplied or to be supplied) by You; and
 - (D) all present and after acquired personal property of Yours,

to secure payment of all monies (including but not limited to the price payable for the Goods and any interest) owing by You to KT Cable Accessories Pty Ltd from time to time under these terms and conditions and under any other agreement or arrangement between You and KT Cable Accessories Pty Ltd.

- (b) You undertake to:
 - (i) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which KT Cable Accessories Pty Ltd may reasonably require to:
 - (A) register a financing statement or financing change statement in relation to a security interest on the PPS Register and otherwise do all things necessary and required by KT Cable Accessories Pty Ltd to ensure that any security interest registered by the Supplier is a perfected security interest under the PPSA;
 - (B) register any document on any register reasonably necessary to secure KT Cable Accessories Pty Ltd's interest under these terms and conditions;
 - (C) register any other document required to be registered under the PPSA; or
 - (D) correct a defect in a statement referred to in clauses 10(b)(i)(A), (B) or (C);



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- (ii) indemnify, and upon demand reimburse, KT Cable Accessories Pty Ltd for all expenses incurred in registering a financing statement or financing change statement on the PPS Register or releasing any Goods that are the subject of a security interest;
 - (iii) not make an amendment demand in respect of a security interest, apply to the Registrar to register a financing change statement in respect of a security interest, without the prior written consent of KT Cable Accessories Pty Ltd and
 - (iv) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of KT Cable Accessories Pty Ltd and
 - (v) immediately advise KT Cable Accessories Pty Ltd of any material change in its business practices of selling the Goods which may result in a change in the use of the Goods by You or in the nature of proceeds derived from the sale of the Goods.
- (c) You and KT Cable Accessories Pty Ltd agree that sections 96 and 125 of the PPSA do not apply to the security interest created by these terms and conditions.
 - (d) You hereby waive Your rights to receive notices, information or statements (as the case may be) under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA and its rights as a grantor and/or a customer under sections 142 and 143 of the PPSA.
 - (e) Unless otherwise agreed to in writing by KT Cable Accessories Pty Ltd, You waive Your right to receive a verification statement in accordance with section 157 of the PPSA.
 - (f) You unconditionally ratify any actions taken by KT Cable Accessories Pty Ltd under clauses 10(c) to 10(e).
 - (g) The provisions of this clause 9 will survive termination of these terms and conditions or any other agreement between KT Cable Accessories Pty Ltd and You for the sale of Goods, for whatever reason.

11. ERRORS AND OMISSIONS

- (a) Whilst every care has been taken to ensure that accuracy of KT Cable Accessories Pty Ltd's price list, brochures, letters, price-lists, data sheets, website or other documents, no liability will be accepted for any errors, omissions or inaccuracies that may occur, errors and omissions excepted.
- (b) All prices are subject to change without notice.

12. WARRANTY & CONSUMER GUARANTEES

12.1 For all Customers

- (a) Each KT Cable Accessories Pty Ltd manufactured product is warranted by KT Cable Accessories Pty Ltd to be free of structural defects in materials and workmanship for the lifetime of the product whilst in the legal possession of the original owner.
- (b) Accessory items such as Lights, Globes, Harnesses, Terminals & Cable a 12 month replacement warrantee applies.
- (c) This warranty is in addition to other rights and remedies of a consumer under a law in relation to the goods and services to which the warranty relates.



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12.2 For Consumers

KT Cable Accessories Pty Ltd's warranties come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

12.3 Process for claiming warranty

- (a) Any items considered to be defective or incorrect should be returned to an Authorised KT Cable Accessories Pty Ltd dealer for inspection within 7 days of receipt. All claims must be accompanied by the original sales receipt.

12.4 Repair or replacement

- (a) Where any failure occurs that is not a major failure pursuant to the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) this warranty covers only the cost of repair or replacement of the product or part thereof, the decision of which remains solely at the discretion of KT Cable Accessories Pty Ltd goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. This warranty does not cover the cost of removal, installation, or any transport. Enhanced finishes, such as polishing or powder coating are not subjected to this warranty.
- (b) Further, damage or defects caused by collision, alteration, improper installation, road hazards, adverse conditions or usage for any other purpose other than normal private usage are not covered by this warranty. This warranty is in lieu of all other warranties expressed or implied but does not exclude the guarantees available to consumers pursuant to the Australian Consumer Law located in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) for eligible customers.

13. (c) Where lights have been tampered with internally whether Trailer Lights or LED Rechargeable Lighting KT Cable Accessories reserves the right to refuse a warrantee claim.

14. INTELLECTUAL PROPERTY

- (a) Where KT Cable Accessories Pty Ltd has designed or drawn Goods for You, then the copyright and other intellectual property rights in those designs and drawings shall remain vested in KT Cable Accessories Pty Ltd and shall only be used by You for the purpose as agreed with KT Cable Accessories Pty Ltd
- (b) Where any designs or specifications have been supplied by You for manufacture by or to the order of KT Cable Accessories Pty Ltd then You warrant that the use of those designs or specifications for the manufacture, proceeding, assembly or supply of the Goods shall not infringe the rights of any third party.
- (c) You indemnify KT Cable Accessories Pty Ltd against any action, losses, costs or claims arising from an infringement of any third party intellectual property rights from the use of any designs or specifications provided by You.

15. DISCLAIMER

- (a) KT Cable Accessories Pty Ltd reserves the right to modify product designs and or specifications without notice.
- (b) The information contained in the documents on this site should be considered as a guide only and KT Cable Accessories Pty Ltd takes no responsibility for any errors or omissions of any nature.



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- (c) The contents of KT Cable Accessories Pty Ltd's price list, brochures, letters, price-lists, data sheets, website or other documents are subject to change without notice at the sole discretion of KT Cable Accessories Pty Ltd.
- (d) With the exception of products covered by consumer guarantees as mandated by the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) any product distributed by KT Cable Accessories Pty Ltd but not manufactured by KT Cable Accessories Pty Ltd will be limited to the product manufacturer's specific warranties.
- (e) Certain products and their relevant trademarks depicted on this site have been protected under trademark, design and patent legislation. Any infringements of product trademark, design or patent will be acted upon.

16. GENERAL

KT Cable Accessories Pty Ltd reserves the right to review these terms and conditions at any time from time to time. If, following any such review, there is to be any change, it will take effect from the date on which KT Cable Accessories Pty Ltd notifies You of such change.

17. PRIVACY ACT 1988

- (a) You authorise KT Cable Accessories Pty Ltd to obtain from a credit-reporting agency a credit report containing personal credit information about You in relation to credit provided by KT Cable Accessories Pty Ltd.
- (b) You authorise KT Cable Accessories Pty Ltd to exchange information about You with credit providers named in any credit application with KT Cable Accessories Pty Ltd and credit providers that may be named in a consumer credit report issued by a reporting agency for the following purposes:
 - (i) to assess this credit application by You;
 - (ii) to notify other credit providers of a default by You;
 - (iii) to exchange information with other credit providers as to the status of Your credit account, where You are in default with other credit providers; and
 - (iv) to assess the Your credit worthiness.
- (c) KT Cable Accessories Pty Ltd may give personal or commercial information about You to a credit reporting agency for the following purpose:
 - (i) to obtain a consumer credit report about You; and/or
 - (ii) allow the credit reporting agency to create or maintain a credit information file containing information about You.