**TAIPAN TRADING TERMS and CONDITIONS**

**1. Trading Terms**

**Where an account has been approved terms are strictly 30 Days Net from End of Month. Where no account is approved payment must be made prior to taking ownership.**

**2. Title of Goods**

1. **Prior to title in the Goods passing to the Buyer, the Buyer agrees with Taipan that:**
2. **the Buyer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation that Taipan owes to the buyer;**
3. **the Buyer cannot claim any lien over the Goods;**
4. **the Buyer will not create any absolute or defeasible interest in the Goods in relation to any third party except as may be authorised by Taipan; and**
5. **where the Buyer is in actual or constructive possession of the goods:**
	1. **the Buyer will not deliver them or any document of title to the Goods to any person except as directed by Taipan; and**
	2. **it is in possession of the Goods as a bailee of those Goods and owes Taipan the duties and liabilities of a bailee.**
6. **Taipan and the Buyer agree that:**
7. **the property of Taipan in the Goods remains with Taipan until Taipan has been paid in full for the Goods under all individual contracts for the supply of the Goods between Taipan and the Buyer;**
8. **the Buyer is a bailee of the Goods until such time as property in them passes to the Buyer and that this bailment continues in relation to each of the goods until the price of the Goods has been paid in full; and**
9. **pending payment in full for the Goods, the Buyer:**
	1. **must not supply any of the Goods to any person outside of its ordinary or usual course of business;**
	2. **must not allow any person to have or acquire any security interest in the Goods;**
	3. **must insure the Goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Buyer carries on business; and**
	4. **must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods,**
10. **Despite clause 2(b), if the Buyer supplies any of the Goods to any person before all moneys payable by the Buyer have been paid to Taipan (and have not been claimed or clawed-back by any person standing in the place of or representing the Buyer), the Buyer agrees that:**
11. **it holds the proceeds of resupply of the Goods on trust for and as agent for Taipan immediately when they are receivable or are received;**
12. **it must either pay the amount of the proceeds of resupply to Taipan immediately when they are received or pay those proceeds into an account with a bank or a financial institution or deposit-taking institution as trustee for Taipan;**
13. **any accessory or item which accedes to any of the Goods by an act of the Buyer or of any person at the direction or request of the Buyer becomes and remains the property of Taipan until Taipan is paid in accordance with clause 2(b)(ii) when the property in the Goods (including the accessory) passes to the Buyer; and**
14. **if the Buyer fails to pay for the Goods within the period of credit (if any) extended by Taipan to the buyer, subject to, and in accordance with, the Personal Property Securities Act 2009 (Cth), Taipan may recover possession of the Goods at any site owned, possessed or controlled by the Buyer and the Buyer agrees that Taipan has an irrevocable licence to do so without incurring liability to the Buyer or any person claiming through the Buyer.**

**3. Return for Credit Policy**

1. **No credit or replacement will be issued for returned goods unless the return is first approved by Taipan.**
2. **A restocking fee of 25% of the value of goods will apply for returns except for faulty or incorrectly supplied items.**
3. **Freight on return items shall be at the cost of the buyer except for faulty or incorrectly supplied items that shall be returned by Taipan’s nominated carrier.**
4. **Non-stock or special line items are non-returnable (including hose cut to length) unless they are faulty.**
5. **An invoice number and date of purchased goods must accompany all returns.**

**4. Delivery Times**

**The delivery time that has been quoted to the purchaser is an estimate only. The purchaser must notify Taipan of any loss or non-delivery within 10 working days of dispatch. Taipan is not otherwise liable for the loss, damage or delay arising from late or non-delivery. Taipan is not responsible for any loss or damage to goods while in transit. Risk in the goods transfers from Taipan to the Buyer upon delivery of the goods to the Buyer’s designated address. When you sign any delivery or consignment note or similar document on receipt of a delivery it is conclusive evidence that you received the delivery without any shortage or damage that would have been visible on taking delivery without unpacking the goods.**

**5. Liability**

**No responsibility will be accepted for any defect unless a complaint is first addressed to Taipan within seven days of the date of delivery to the buyer and unless Taipan has been given the first opportunity to remedy the defect. In every case Taipan is limited to replacing free of charge all or such parts of the goods that have proved defective. Liability for the consequential damage or loss or any kind is excluded. The warranty does not extend to any product that has been modified. Taipan shall to be liable for damages to other property caused by Taipan’s products, damages based upon inconvenience, loss of use of the product, loss of time or data, commercial loss or any other damages, whether real, incidental or consequential.**

**ASSURANCE OF QUALITY**

***ALL PRODUCTS\* MANUFACTURED AND/OR DISTRIBUTED BY TAIPAN CARRY A 12 MONTH GUARANTEE OF REPLACEMENT COVERING ANY MANUFACTURING FAULT.***

**Warranty**

1. **the Warranty does not extend to any product which has been subject to misuse or operating errors, modified, neglect, accident, improper installation, or where the serial number has been removed or defaced and will immediately be voided in any of these circumstances;**
2. **the goods must be returned to Taipan’s repairs department via pre-paid transportation with a copy of proof of purchase, such as a sales invoice;**
3. **the warranty is non-transferable from the first end-user following delivery.**

***Taipan’s goods 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 for 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.***

***Taipan reserves the right to make this judgment. You have rights and benefits under the Australian Consumer Laws, without detracting from these rights or benefits, Taipan excludes all liability in respect of the product for any other loss which is not reasonably foreseeable from a failure of the product, which may include liability for negligence, loss of income, loss of expenditure associated with the product and loss of enjoyment.***

**WEBSITE TERMS AND CONDITIONS**

**1. Introduction
The Website is owned and run by Taipan Pty Ltd (“Taipan” or “we” or “us” or “our”). Taipan provides the information contained on this website or any of the pages comprising the website (“taipan.com.au”) to visitors (“visitors”) (cumulatively referred to as “you” or “your” hereinafter) subject to the terms and conditions set out in these website terms and conditions, the Privacy Policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website. By using** [**www.taipan.com.a**](http://www.taipan.com.au)**u, you signify your acceptance of these terms and conditions of use.**

**2. Information on the Website
Whilst every effort is made to update the information contained on this website, neither the Website Owner nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, any share price information, research information, data and/or content contained on the website (including but not limited to any information which may be provided by any third party or data or content providers) (“information”) and shall not be bound in any manner by any information contained on the website. The Website Owner reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. Your priced information provided on this website is for you and or your business, any price sharing may result in account suspension and cessation of any and or all trading agreements, including access to and any other website owned by us. You rely on the information contained on this website at your own risk. If you find an error or omission at this site, please let us know.**

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**4. External Links
External links may be provided for your convenience, but they are beyond the control of Taipan and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links, you must refer to that external website’s terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of the Website Owner. Please contact us if you would like to link to this website or would like to request a link to your website.**

**5. Payment method
All purchases will be charged back to your already existing Trading account, alternatively or you will have the option of paying by Visa, Mastercard or AMEX (ONLY), PayPal, bitcoin or any other form of payments are not available at this time.

6. Delivery
If you choose to not supply a nominated courier and courier account number, your delivery will be calculated at the time of dispatch by us and be amended to your account. If you would like to know the full cost of your order including delivery, please contact us by phone or email.**

**7. Without limiting these Terms and Conditions
We will not accept liability for any loss or damage arising from a late delivery. You agree that late delivery does not constitute a failure of our agreement and does not entitle you to cancellation of an order. We will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.**

**8. Guarantees
What we post in our website catalogue and what you order is what you will receive, NO SURPRISES! That is our Guarantee!**

**9. Disclaimer of Liability
Taipan shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company`s personal information or material and information transmitted over our system. In particular, neither Taipan nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.Any action taken based on information found on this website should not be done without first seeking legal advice.**

**10. General**

**10.1 Entire Agreement
These website terms and conditions constitute the sole record of the agreement between you and Taipan in relation to your use of the website. Neither you nor Taipan shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Taipan in respect of your use of the website.**

**10.2 Alteration
Taipan may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the “current version”) and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.**

**10.3 Conflict
Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.**

**10.4 Waiver
No indulgence or extension of time which either you or the Website Owner may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.**

**10.5 Cession
Taipan shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.**

**10.6 Severability
All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non-scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.**

**10.7 Applicable laws
Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of Australia without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of Australia in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.**

**10.8 Comments or Questions
If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us.**

**11. Privacy Policy**

**These terms and conditions should be read together with our Privacy Policy https:/**[**/www.taipan.com.au/privacy-policy/**](http://www.taipan.com.au/privacy-policy/)**.**

**In relation to our use of cookies, we collect certain standard information that is sent by your browser to our Website. This may include the time, date, URL of request, your IP address, referrer URL and details of your Internet browser. The recording and use of this information is to improve structure and performance on this website. Cookies also allow us to record the pages visited and the information acquired. This information is used anonymously and is logged for statistical purposes only.**

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