

# Jimmel Bolts – Terms & Conditions of Trade

<p><b>1. Definitions</b></p> <p>1.1 "Jimmel Bolts" means Jettable Investments Pty Ltd ATF The Bolt Unit Trust T/A Jimmel Bolts, its successors or any persons acting on behalf of and with the authority of Jettable Investments Pty Ltd ATF The Bolt Unit Trust T/A Jimmel Bolts.</p> <p>1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.</p> <p>1.3 "Goods" means all Goods or Services supplied by Jimmel Bolts to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p>1.4 "Price" means the Price payable for the Goods as agreed between Jimmel Bolts and the Customer in accordance with clause 4 below.</p>	<p>9.2 Receipt by Jimmel Bolts of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>9.3 (a) until ownership of the Goods passes to the Customer in accordance with clause 9.1 that the Customer is only a bailee of the Goods and must return the Goods to Jimmel Bolts on request.</p> <p>(b) The Customer holds the benefit of the Customer's insurance of the Goods on trust for Jimmel Bolts and must pay to Jimmel Bolts the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.</p> <p>(c) The Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Jimmel Bolts and must pay or deliver the proceeds to Jimmel Bolts on demand.</p> <p>(d) The Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Jimmel Bolts and must sell, dispose of or return the resulting product to Jimmel Bolts as it so directs.</p> <p>(e) The Customer irrevocably authorises Jimmel Bolts to enter any premises where Jimmel Bolts believes the Goods are kept and recover possession of the Goods.</p> <p>(f) Jimmel Bolts may recover possession of any Goods in transit whether or not delivery has occurred.</p> <p>(g) The Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Jimmel Bolts.</p> <p>(h) Jimmel Bolts may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.</p>	<p>(and at Jimmel Bolts' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>14.2 If the Customer buys Jimmel Bolts any money the Customer shall indemnify Jimmel Bolts from and against all costs and disbursements incurred by Jimmel Bolts in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Jimmel Bolts' contract default fee, and bank disbursement fees).</p> <p>14.3 Without prejudice to any other remedies Jimmel Bolts may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Jimmel Bolts may suspend or terminate the supply of Goods to the Customer. Jimmel Bolts will not be liable to the Customer for any loss or damage the Customer suffers because Jimmel Bolts has exercised its rights under this clause.</p> <p>14.4 Without prejudice to Jimmel Bolts' other remedies at law Jimmel Bolts shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Jimmel Bolts shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to Jimmel Bolts becomes overdue, or in Jimmel Bolts' opinion the Customer will be unable to make a payment when it falls due;</p> <p>(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.</p>
<p><b>2. Acceptance</b></p> <p>2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.</p> <p>2.2 These terms and conditions may be amended with Jimmel Bolts' consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Jimmel Bolts.</p>	<p><b>10. Personal Property Securities Act 2009 ("PPSA")</b></p> <p>10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.</p> <p>10.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Jimmel Bolts to the Customer.</p>	<p><b>15. Cancellation</b></p> <p>15.1 Jimmel Bolts may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Jimmel Bolts shall repay to the Customer any money paid by the Customer for the Goods. Jimmel Bolts shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>15.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Jimmel Bolts as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>15.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocking items, will definitely not be accepted once production has commenced, or an order has been placed.</p>
<p><b>3. Change in Control</b></p> <p>3.1 The Customer shall give Jimmel Bolts not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Jimmel Bolts as a result of the Customer's failure to comply with this clause.</p>	<p>10.3 The Customer undertakes to:</p> <p>(a) 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 Jimmel Bolts may reasonably require to;</p> <p>(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;</p> <p>(ii) register any other document required to be registered by the PPSA; or</p> <p>(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);</p> <p>(b) promptly, and upon demand reimburse, Jimmel Bolts for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;</p> <p>(c) not register a financing change statement in respect of a security interest without the prior written consent of Jimmel Bolts;</p> <p>(d) 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 Jimmel Bolts;</p> <p>(e) immediately advise Jimmel Bolts of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.</p>	<p><b>16. Privacy Act 1988</b></p> <p>16.1 The Customer agrees for Jimmel Bolts to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by Jimmel Bolts.</p> <p>16.2 The Customer agrees that Jimmel Bolts may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:</p> <p>(a) to assess an application by the Customer, and/or</p> <p>(b) to notify other credit providers of a default by the Customer; and/or</p> <p>(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or</p> <p>(d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.</p> <p>16.3 The Customer consents to Jimmel Bolts being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>16.4 The Customer agrees that personal credit information provided may be used and retained by Jimmel Bolts for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Goods; and/or</p> <p>(b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Goods.</p> <p>16.5 Jimmel Bolts may give information about the Customer to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) allow the CRB to create or maintain a credit information file about the Customer including credit history.</p> <p>16.6 The information given to the CRB may include:</p> <p>(a) personal information as outlined in 16.1 above;</p> <p>(b) name of the credit provider and that Jimmel Bolts is a current credit provider to the Customer;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Jimmel Bolts has been paid or otherwise discharged and all details surrounding that discharge (e.g. date of payment);</p> <p>(g) information that, in the opinion of Jimmel Bolts, the Customer has committed a serious credit infringement;</p> <p>(h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p>
<p><b>4. Price and Payment</b></p> <p>4.1 At Jimmel Bolts' sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by Jimmel Bolts to the Customer; or</p> <p>(b) Jimmel Bolts' quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>4.2 Jimmel Bolts reserves the right to change the Price:</p> <p>(a) if a variation to the Goods which are to be supplied is requested; or</p> <p>(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or</p> <p>(c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, availability of machinery, change of design, etc) which are only discovered on commencement of the Services; or</p> <p>(d) in the event of increases to Jimmel Bolts in the cost of labour or Goods which are beyond Jimmel Bolts' control.</p> <p>4.3 At Jimmel Bolts' sole discretion a non-refundable deposit may be required.</p> <p>4.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Jimmel Bolts, which may be:</p> <p>(a) on delivery of the Goods;</p> <p>(b) before delivery of the Goods;</p> <p>(c) thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices;</p> <p>(d) the date specified on any invoice or other form as being the date for payment; or</p> <p>(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Jimmel Bolts.</p>	<p>10.4 Jimmel Bolts and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.</p> <p>10.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.</p> <p>10.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.</p> <p>10.7 Unless otherwise agreed to in writing by Jimmel Bolts, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.</p> <p>10.8 The Customer must unconditionally ratify any actions taken by Jimmel Bolts under clauses 10.3 to 10.5.</p> <p>10.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.</p>	<p>16.7 The Customer shall have the right to request (by e-mail) from Jimmel Bolts:</p> <p>(a) a copy of the information about the Customer retained by Jimmel Bolts and the right to request that Jimmel Bolts correct any incorrect information; and</p> <p>(b) that Jimmel Bolts does not disclose any personal information about the Customer for the purpose of direct marketing.</p> <p>16.8 Jimmel Bolts will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>16.9 The Customer can make a privacy complaint by contacting Jimmel Bolts via e-mail. Jimmel Bolts will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a>.</p>
<p>4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by any other method as agreed to between the Customer and Jimmel Bolts.</p> <p>4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Jimmel Bolts an amount equal to any GST Jimmel Bolts must pay for any supply by Jimmel Bolts under this or any other agreement for the sale of the Goods. The Customer must pay GST, without reduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p>	<p><b>11. Security and Charge</b></p> <p>11.1 In consideration of Jimmel Bolts agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>11.2 The Customer indemnifies Jimmel Bolts from and against all Jimmel Bolts' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Jimmel Bolts' rights under this clause.</p> <p>11.3 The Customer irrevocably appoints Jimmel Bolts and each director of Jimmel Bolts as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.</p>	<p>16.10 The Customer shall have the right to request (by e-mail) from Jimmel Bolts:</p> <p>(a) a copy of the information about the Customer retained by Jimmel Bolts and the right to request that Jimmel Bolts correct any incorrect information; and</p> <p>(b) that Jimmel Bolts does not disclose any personal information about the Customer for the purpose of direct marketing.</p> <p>16.11 Jimmel Bolts will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>16.12 The Customer can make a privacy complaint by contacting Jimmel Bolts via e-mail. Jimmel Bolts will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a>.</p>
<p><b>5. Delivery of Goods</b></p> <p>5.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:</p> <p>(a) the Customer or the Customer's nominated carrier takes possession of the Goods at Jimmel Bolts' address; or</p> <p>(b) Jimmel Bolts (or Jimmel Bolts' nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.</p> <p>5.2 At Jimmel Bolts' sole discretion the cost of delivery is either included in the Price or is in addition to the Price.</p> <p>5.3 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then Jimmel Bolts shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>5.4 Jimmel Bolts may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p> <p>5.5 Any time or date given by Jimmel Bolts to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and Jimmel Bolts will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.</p>	<p><b>12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</b></p> <p>12.1 The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify Jimmel Bolts in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after such defect becomes evident. Upon such notification the Customer must allow Jimmel Bolts to inspect the Goods.</p> <p>12.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (<b>Non-Excluded Guarantees</b>).</p> <p>12.3 Jimmel Bolts acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.</p> <p>12.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Jimmel Bolts makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Jimmel Bolts' liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>12.5 If the Customer is a consumer within the meaning of the CCA, Jimmel Bolts' liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>12.6 If Jimmel Bolts is required to replace the Goods under this clause or the CCA, but is unable to do so, Jimmel Bolts may refund any monies the Customer has paid for the Goods.</p> <p>12.7 If the Customer is not a consumer within the meaning of the CCA, Jimmel Bolts' liability for any defect or damage in the Goods is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Customer by Jimmel Bolts at Jimmel Bolts' sole discretion;</p> <p>(b) limited to any warranty to which Jimmel Bolts is entitled, if Jimmel Bolts did not manufacture the Goods;</p> <p>(c) otherwise negated absolutely.</p> <p>12.8 Subject to this clause 12, returns will only be accepted provided that:</p> <p>(a) the Customer has complied with the provisions of clause 12.1; and</p> <p>(b) Jimmel Bolts has agreed that the Goods are defective; and</p> <p>(c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and</p> <p>(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.</p>	<p>16.13 The Customer shall have the right to request (by e-mail) from Jimmel Bolts:</p> <p>(a) a copy of the information about the Customer retained by Jimmel Bolts and the right to request that Jimmel Bolts correct any incorrect information; and</p> <p>(b) that Jimmel Bolts does not disclose any personal information about the Customer for the purpose of direct marketing.</p> <p>16.14 Jimmel Bolts will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.</p> <p>16.15 The Customer can make a privacy complaint by contacting Jimmel Bolts via e-mail. Jimmel Bolts will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a>.</p>
<p><b>6. Risk</b></p> <p>6.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.</p> <p>6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Jimmel Bolts is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Jimmel Bolts is sufficient evidence of Jimmel Bolts' rights to receive the insurance proceeds without the need for any person dealing with Jimmel Bolts to make further enquiries.</p> <p>6.3 If the Customer requests Jimmel Bolts to leave Goods outside Jimmel Bolts' premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.</p> <p>6.4 The Customer acknowledges that Jimmel Bolts is only responsible for parts that are replaced by Jimmel Bolts and that in the event that other parts/Goods, subsequently fail, the Customer agrees to indemnify Jimmel Bolts against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising.</p>	<p>12.9 Notwithstanding clauses 12.1 to 12.8 but subject to the CCA, Jimmel Bolts shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:</p> <p>(a) the Customer failing to properly maintain or store any Goods;</p> <p>(b) the Customer using the Goods for any purpose other than that for which they were designed;</p> <p>(c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) the Customer failing to follow any instructions or guidelines provided by Jimmel Bolts;</p> <p>(e) fair wear and tear, any accident, or act of God.</p> <p>12.10 Notwithstanding anything contained in this clause if Jimmel Bolts is required by a law to accept a return then Jimmel Bolts will only accept a return on the conditions imposed by that law.</p>	<p><b>17. Unpaid Seller's Rights</b></p> <p>17.1 Where the Customer has left any item with Jimmel Bolts for repair, modification, exchange or for Jimmel Bolts to perform any other service in relation to the item and Jimmel Bolts has not received or been tendered the whole of any monies owing to it by the Customer, Jimmel Bolts shall have, until all monies owing to Jimmel Bolts are paid:</p> <p>(a) a lien on the item; and</p> <p>(b) the right to retain or sell the item, such sale to be undertaken in accordance with any applicable law or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which Jimmel Bolts has its principal place of business, and are subject to the jurisdiction of the courts in Western Australia.</p> <p>17.3 Subject to clause 12 Jimmel Bolts shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Jimmel Bolts of these terms and conditions (collectively Jimmel Bolts' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).</p> <p>17.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Jimmel Bolts nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>17.5 Jimmel Bolts may license or sub-contract all or any part of its rights and obligations without the Customer's consent.</p> <p>17.6 The Customer agrees that Jimmel Bolts may amend these terms and conditions at any time. If Jimmel Bolts makes a change to these terms and conditions, then that change will take effect from the date on which Jimmel Bolts notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Jimmel Bolts to provide Goods to the Customer.</p> <p>17.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>17.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.</p>
<p><b>7. Accuracy of Customers Plans and Measurements</b></p> <p>7.1 Jimmel Bolts shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, Jimmel Bolts accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.</p> <p>7.2 In the event the Customer gives information relating to measurements and quantities of the Goods required to complete the Services, it is the Customer's responsibility to verify the accuracy of the measurements and quantities, before the Customer or Jimmel Bolts places an order based on these measurements and quantities. Jimmel Bolts accepts no responsibility for any loss, damages, or costs however resulting from the Customer's failure to comply with this clause.</p>	<p><b>13. Intellectual Property</b></p> <p>13.1 Where Jimmel Bolts has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Jimmel Bolts.</p> <p>13.2 The Customer warrants that all designs, specifications or instructions given to Jimmel Bolts will not cause Jimmel Bolts to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Jimmel Bolts against any action taken by a third party against Jimmel Bolts in respect of any such infringement.</p> <p>13.3 The Customer agrees that Jimmel Bolts may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Jimmel Bolts has created for the Customer.</p>	<p><b>18. Construction Contracts Act 2004</b></p> <p>18.1 At Jimmel Bolts' sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply.</p> <p>18.2 Nothing in this agreement is intended to have the effect of contracting out of any provisions of the Construction Contracts Act 2004 of Western Australia, except to the extent permitted by the Act where applicable.</p> <p><b>19. General</b></p> <p>19.1 The failure by Jimmel Bolts to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Jimmel Bolts' right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which Jimmel Bolts has its principal place of business, and are subject to the jurisdiction of the courts in Western Australia.</p> <p>19.3 Subject to clause 12 Jimmel Bolts shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Jimmel Bolts of these terms and conditions (collectively Jimmel Bolts' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).</p> <p>19.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Jimmel Bolts nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>19.5 Jimmel Bolts may license or sub-contract all or any part of its rights and obligations without the Customer's consent.</p> <p>19.6 The Customer agrees that Jimmel Bolts may amend these terms and conditions at any time. If Jimmel Bolts makes a change to these terms and conditions, then that change will take effect from the date on which Jimmel Bolts notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Jimmel Bolts to provide Goods to the Customer.</p> <p>19.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>19.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.</p>
<p><b>8. Specifications of the Goods</b></p> <p>8.1 Where Jimmel Bolts gives advice or recommendations to the Customer, or the Customer's agent, with specific instructions regarding the use of the Goods and such advice or recommendations are not acted upon then Jimmel Bolts shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent purchase of the Goods.</p> <p>8.2 The Customer warrants that any structure or equipment in or upon which the Goods are to be installed is sound and will sustain the installation and work incidental thereto and Jimmel Bolts shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.</p> <p>8.3 The Customer acknowledges that:</p> <p>(a) all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in Jimmel Bolts' fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Jimmel Bolts;</p> <p>(b) while Jimmel Bolts may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that Jimmel Bolts has given these in good faith, and are estimates which are variable due to factors out of Jimmel Bolts' control (including, but not limited to, power supply, operational time, and location – geographical or otherwise);</p> <p>(c) some structures may not have the optimum orientation for the installation of the Goods or components and the Customer therefore understands and accepts that the Goods performance may be compromised in such situations.</p> <p>8.4 The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use.</p> <p>8.5 Jimmel Bolts reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases Jimmel Bolts will notify the Customer in advance of any such substitution.</p>	<p><b>14. Default and Consequences of Default</b></p> <p>14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month</p>	<p><b>20. Unpaid Seller's Rights</b></p> <p>20.1 Where the Customer has left any item with Jimmel Bolts for repair, modification, exchange or for Jimmel Bolts to perform any other service in relation to the item and Jimmel Bolts has not received or been tendered the whole of any monies owing to it by the Customer, Jimmel Bolts shall have, until all monies owing to Jimmel Bolts are paid:</p> <p>(a) a lien on the item; and</p> <p>(b) the right to retain or sell the item, such sale to be undertaken in accordance with any applicable law or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which Jimmel Bolts has its principal place of business, and are subject to the jurisdiction of the courts in Western Australia.</p> <p>20.3 Subject to clause 12 Jimmel Bolts shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Jimmel Bolts of these terms and conditions (collectively Jimmel Bolts' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).</p> <p>20.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Jimmel Bolts nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>20.5 Jimmel Bolts may license or sub-contract all or any part of its rights and obligations without the Customer's consent.</p> <p>20.6 The Customer agrees that Jimmel Bolts may amend these terms and conditions at any time. If Jimmel Bolts makes a change to these terms and conditions, then that change will take effect from the date on which Jimmel Bolts notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Jimmel Bolts to provide Goods to the Customer.</p> <p>20.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>20.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.</p>
<p><b>9. Title</b></p> <p>9.1 Jimmel Bolts and the Customer agree that ownership of the Goods shall not pass until:</p> <p>(a) the Customer has paid Jimmel Bolts all amounts owing to Jimmel Bolts; and</p> <p>(b) the Customer has met all of its other obligations to Jimmel Bolts.</p>	<p>14.2 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month</p>	<p><b>21. Unpaid Seller's Rights</b></p> <p>21.1 Where the Customer has left any item with Jimmel Bolts for repair, modification, exchange or for Jimmel Bolts to perform any other service in relation to the item and Jimmel Bolts has not received or been tendered the whole of any monies owing to it by the Customer, Jimmel Bolts shall have, until all monies owing to Jimmel Bolts are paid:</p> <p>(a) a lien on the item; and</p> <p>(b) the right to retain or sell the item, such sale to be undertaken in accordance with any applicable law or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which Jimmel Bolts has its principal place of business, and are subject to the jurisdiction of the courts in Western Australia.</p> <p>21.3 Subject to clause 12 Jimmel Bolts shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Jimmel Bolts of these terms and conditions (collectively Jimmel Bolts' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).</p> <p>21.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Jimmel Bolts nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>21.5 Jimmel Bolts may license or sub-contract all or any part of its rights and obligations without the Customer's consent.</p> <p>21.6 The Customer agrees that Jimmel Bolts may amend these terms and conditions at any time. If Jimmel Bolts makes a change to these terms and conditions, then that change will take effect from the date on which Jimmel Bolts notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Jimmel Bolts to provide Goods to the Customer.</p> <p>21.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>21.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.</p>