



The GoodWIL Clothing Namebrand

TERMS AND CONDITIONS

General

NOTE 1: These Terms and Conditions of Sale shall apply to all sales by Baby WILpower. As used herein, "seller", "we", and "our" shall refer to Baby WILpower

Acceptance of Orders

NOTE 2: All quotations and tenders, and the acceptance of all contracts and orders, are subject to final approval by Baby WILpower. Prices, cash discounts and terms are subject to change without notice.

NOTE 3: Baby WILpower will accept orders and bill in accordance with published prices in Baby WILpower current price list and terms found therein, even though incorrect prices and terms may appear on the purchaser's order.

Terms of Payment

NOTE 4: Payments to be in Australian Dollars in Sydney, NSW Australia upon credit terms established by Baby WILpower. Baby WILpower, at its sole written option may accept payment by means of deposit to an account in a country and in a foreign currency at an exchange rate designated by Baby WILpower.

Retention of Title

Note 5: The ownership of the products supplied does not pass to the purchaser until the purchaser has discharged all outstanding indebtedness (whether in respect of the products supplied or otherwise) to the seller whatsoever or until such time as the purchaser sells the products to its customer in the ordinary course of business. Until payment in full of such indebtedness has been made, the buyer acknowledges and agrees that:

- (a) The products supplied are held by the purchaser in a fiduciary capacity as bailee to be sold by it as agent for and on behalf of the seller.
- (b) The purchaser shall if directed by the seller store the products supplied marked in such a way that it is clear that they are the property of the seller but all cost of storage (whether or not storage is at the direction of the seller) shall be to the account of the purchaser.
- (c) If the products supplied or part thereof have been sold by the purchaser to its customers prior to payment in full of the outstanding indebtedness of the buyer, then the debts of the purchaser arising from such-on sales shall be the property of the seller and shall be held on a fiduciary basis separately for its account and not mixed with the purchaser's other moneys, debts or property and payable immediately without demand. The seller has the right to trace the proceeds of any such sales in accordance with the equitable principles.

Important Price Information

- NOTE 6:
- (a) List prices and discounts are subject to change without notice. All prices are subject to change without notice. All prices are quoted in Australian Dollars unless otherwise stated.
 - (b) A restocking fee of 15% may be applied to all stock accepted for return by the seller. Goods for return must follow the seller's Goods Return Policy and procedures
 - (c) Return of custom-made product is not acceptable. Cancellation of indent or custom made product may attract a cancellation fee dependant upon current stage in procurement.
 - (d) Tax: Prices shown in the Baby WILpower price list include GST.
 - (e) Claims for billing errors on invoices must be made to Baby WILpower within 7 days from the date of the invoice.

Taxes

NOTE 7: Baby WILpower reserves the right to add to the price of its products at any time an amount equivalent to any duties, imposts, revenues, sales, use, manufacturer's payroll, excise or other taxes which may be imposed and made applicable to their product.

Delivery

- NOTE 8:
- (a) Baby WILpower will use its own discretion in routing all shipments upon which it assumes transportation charges. Where practical to do so, shipments will be made in any manner requested by the customer, if the customer will assume the extra transportation costs.
 - (b) Baby WILpower shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including but not limited to: strikes, lockouts or other industrial disturbances, inability to obtain materials, breakdowns, delays of carriers or suppliers, governmental acts and regulations, acts of public enemies, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, and explosions.
 - (c) Baby WILpower will not accept any expediting charges, additional charges for air freight, liquidated damages, penalties or consequential damages for late delivery. Shipping Charges

Packing

NOTE 9: All orders will be shipped based upon Baby WILpower standard packing. Any customer specific or unusual packaging requirements will be quoted and charged accordingly.

Product Description

NOTE 10: The product information published in our catalogues and literature is not guaranteed. It has been compiled with care and is sufficiently accurate for most purposes. It is subject to change without notice.
