



Terms and Conditions of Sale

All dealings between GeoDirect and any customer are subject to the following terms.

- 1) **Payment:** is to be made by cash, credit/debit card or EFT without deduction. No cheques please.
- 2) **Property:** All goods remain the property of GeoDirect until the invoice is paid in full.
- 3) **Limitation of liability:** GeoDirect shall not be liable for any claim which is made after 14 days from date of delivery *(or at all if products have been unpacked or used)*.

The customer agrees to limit any claim it makes concerning any products to the cost of replacement thereof.

- 4) **Disputes:** If the customer disputes any goods supplied by GeoDirect as faulty or significantly different from their description or defective, the customer must notify their reasons in writing within 14 days after delivery of the goods
- 5) **Returns:** It is the customer's responsibility to check the goods on delivery. GeoDirect cannot provide a refund or replacement where the goods have sustained damage due to abnormal use.

If GeoDirect elects to take back any product, it must be in as new & saleable condition & upon terms agreed. A re-stocking fee of up to 20% of invoice value may be applied. The restocking fee charged will reflect the costs incurred by GeoDirect.

- 6) **Purchase Price:** All sales are made by GeoDirect at its list price or otherwise included in a formal quotation. GeoDirect reserves the right to vary list prices without notice. Prices are exclusive of GST unless indicated.
- 7) **Delivery:** The customer acknowledges & agrees that GeoDirect accepts no responsibility or duty for delivery but may elect to arrange delivery at its discretion & without any liability & at the customer's costs & responsibility. GeoDirect reserves the right to charge for any delivery. The customer shall be deemed to have accepted delivery & liability for the products when GeoDirect notifies the customer that they are ready for collection, or they are received by a carrier for delivery or to the customer's business premises or site whether attended or not.
- 8) **Limitation of Liability:**
 - a) Except to the extent required by law, all goods are purchased by the customer "as is" and GeoDirect will not be responsible for any damage or defect to the goods.
 - b) To the extent permitted by law, the customer has responsibility for ensuring that the goods are not used for any purpose for which they are not suitable.
 - c) To the extent permitted by law, under no circumstances shall GeoDirect be liable for any direct or indirect loss (including without limitation loss of profit).
- 9) **Variation:** Any variation of these terms must be agreed in writing.