



CONDITIONS OF SALE

Terms of payment – Account Customers – Net cash thirty days except by prior arrangement. Non-account customers C.O.D.

Delivery/Freight charges are applicable to all purchases.

Check goods on delivery as no claims for shortages or damages will be recognised after 48 hours.

Minimum invoice amount is \$300.00, excluding GST. (A fee of \$35 is applied for invoice values under \$300.00.)

Invoices not paid within 30 days from the end of the month, in which goods are supplied, are subject to penalty interest at 16% from the due date of invoice.

Title to goods invoiced by MAG does not pass to the purchaser until full payment has been received by MAG.

Prices and terms are subject to change without prior notice and supersede all previous quotations and price guides. All project quotes are valid for 30 days from the date of quotation.

Proof of delivery – A charge of \$50.00 + GST applies for proof of delivery for goods delivered after 30 days.

Returned goods – No goods may be returned for credit without prior authority.

Strictly no return of goods for credit after 30 days from date of invoice.

Returned goods are subject to a 25% re-stocking fee, plus cost of reconditioning and / or repackaging if necessary to make the goods in saleable condition.

Goods returned as faulty will be replaced.

No claim credit will be issued unless invoice / delivery number is quoted.

Freight on returned goods must be borne by the sender except whereby the fault lies with MAG.

Goods custom made and or deemed specials are not returnable.

The customer guarantees payment to MAG of all monies and performance of all obligations including any past, present and future indebtedness and / or obligation of the Customer and/or any of us arising from any past, present and / or future dealing with MAG.

The customer indemnifies MAG against all loss and / or damage arising from past or present and / or future dealing with the customer and / or any of us as a separate undertaking unconditionally and irrevocably. MAG need not incur any expense or make any payment before enforcing this right to indemnify.

The customer accepts liability for all expenses and costs (including legal costs and disbursements on an indemnity basis) incurred by it resulting from a default and in taking whatever action is deemed appropriate to recover any sum due.

The customer jointly and severally agree: (a) to pay to a stake-holder nominated by MAG the amount MAG certifies is payable before being entitled to dispute whether or not that amount is payable (b) that this Agreement shall remain effective notwithstanding any conduct or event (including any arrangement or deed of company arrangement whether or not agreed to by MAG) which but for this clause may have released or varied any obligation of the customer and/or any of us and even if we and/or any of us execute in MAG's favour any later agreement, guarantee and/or any of us execute in MAG's favour any later agreement, guarantee and/or security whatsoever (c) that any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid (d) that we sign both in our personal capacity and as Trustee of every trust or which we are trustee; and (e) to notify MAG within seven days of any change in the Customer's structure, management and/or position including (i) any sale or disposition on any part of the business of the Customer; (ii) any change in director, shareholder, management, partnership and/or trusteeship;(iii) any new change, mortgage and/or security given to any supplier and/or financier;(iv) any involvement in any franchised business in any capacity.

Proper Law: The Customer consents that any claim or dispute between MAG, the Customer and/or any of us shall be governed by the law applicable in the State nominated by MAG and the customer agrees to submit to the jurisdiction of the appropriate Court nominated by MAG in the capital city of that State.

The Customer consents to MAG (subject to its obligations under the Privacy Act 1988 (Cth) at any time collecting, using and/or disclosing information about us (i) which relates to but is not limited to identity, credit history and/or solvency; (ii) for the purpose(s) if assessing creditworthiness, risk and/or solvency and/or enforcing any of MAG's rights; and/or (iii) by arrangement with any authorised agent(s), credit providers(s) and/or reporting service(s) and the link (including and banker(s), the ASIC,ITSA etc.) MAG may refuse to grant credit if any information to which it is entitled is not provided and otherwise agrees to allow us access to all such information. This Agreement may be produced as conclusive evidence of our consent.

Warranty – MAG warrants products against defects in material and workmanship for 12 months from date of original shipment. In the event of such defects within the warranty period MAG will, at its option, replace or recondition the product without charge. MAG will not be responsible for any incidental or consequential damages, including without limitation, damages or other costs resulting from labour charges, delays, vandalism, negligence, incorrect plumbing designs, fouling caused by foreign matter, damage from adverse water conditions, chemicals or any other circumstances over which MAG has no control. This warranty shall be invalidated by any abuse, misuse, misapplication, or improper installation of the product.