



## 1. Definitions

- 1.1. Words importing the singular are deemed to include the plural and visa versa;
- 1.2. Headings are inserted for convenience only and shall not be used to interpret the text;
- 1.3. "Client" means the person or company whose details are set out in the Client Details of any purchase order, contract or agreement;
- 1.4. "Howard & Sons" means Howard & Sons Pyrotechnics (Manufacturing) Pty Ltd ABN 20 293 873 925, trading as Howard & Sons Pyrotechnics Manufacturing Pty Ltd.

## 2. Orders and Purchases

Placing an order

All orders placed through Howard & Sons are subject to confirmation and acceptance that;

- 2.1. Order quantity matches quantities supplied;
- 2.2. Pricing corresponds to current price of goods;
- 2.3. Purchase Order contains an order number, ABN, delivery address (PO Box will not be accepted as a delivery address) and persons contact details.
- 2.4. Purchaser's licence (explosives; pyrotechnic; drivers; contractor; import; storage is supplied);
- 2.5. Purchaser's licence (explosives; pyrotechnic; drivers; contractor; import; storage is not supplied) is current; licence conditions authorise purchase of products ordered;
- 2.6. Purchaser has adequate storage or submit a notification of fireworks display provided by WorkCover.

Purchasers will be required to supply a current and functional email address to receive correspondence.

It is a condition of sale that the purchaser is required to provide an authority number (pyrotechnics/explosives) or driver's licence number (railway track signals) for the purpose of reporting all sales to NSW WorkCover.

## 3. Prices and Payment

Howard & Sons Pyrotechnics may vary prices in the event of price changes or mistakes made by suppliers on reasonable prior notice to you. If Howard & Sons requests payment for increased prices, you may cancel the order by giving notice to Howard & Sons. Notice must be received within seven days of the announcement of the increase.

## 4. Cancellation Policy

You must comply with all reasonable verbal and written directions of Howard & Sons in the supply of your order. Cancellations to an order must be received within 14 days of the issued purchase order.

A no cancellation policy applies to special orders or orders containing special products or requirements.

Any direction to vary the scope of work or any specification must be received in writing.

You must promptly notify Howard & Sons if you become aware of any situation which may prevent Howard & Sons from supplying goods. This includes but is not limited to;

- 4.1 Compliance with occupational health & safety laws;
- 4.2 Compliance with environmental regulations;
- 4.3 Compliance of storage facilities with state and territory regulatory authorities, AS2187.1 (storage);
- 4.4 Current licences and certificates;
- 4.5 Injury to or death of any person or damage to or destruction of any property caused by any negligent acts or omission by you or your Personnel;
- 4.6 If you are a company and you become an externally administered body corporate or a person becomes a controller of your property; or
- 4.7 If you are a person, a judgement is entered against you in any court in any jurisdiction; you become the subject of any bankruptcy petition, commit an act of bankruptcy or are made bankrupt.

## 5. Goods

Howard & Sons will supply goods in accordance with the implied conditions as set by the *Fair Trading Act 1999* and the *Trade Practices Act 1974*. This includes;

- 5.1. Goods supplied will be fit for their intended purpose;
- 5.2. Goods to be of merchantable quality; and
- 5.3. Goods match description of labels, packaging, website material and MSDS.

Property of the goods passes to the purchaser on payment in full of the price for the goods.

Once the goods are dispatched, they are the receiver's responsibility, it is your responsibility if they are lost or damaged.

### Credit and Exchange on Goods

Howard & Sons are not obligated by law to provide refunds where;

- 5.4. No proof of purchase is offered;
- 5.5. The customer simply changes their mind;
- 5.6. The customer finds the goods cheaper elsewhere;
- 5.7. The customer knew of a particular fault before buying the goods;
- 5.8. The goods are damaged after the purchase, unless the damage is a result of the normal, recommended use of the goods.

Howard & Sons cannot process any refund or exchange process without your original invoice of purchase.

To return goods, please include the packaging slip that you received with your order, your contact details and explaining in writing the reason of the return to Howard & Sons Pyrotechnics 581 Portland Road, Wallerawang, NSW 2845. If you require further assistance, please call +61 2 63557301.

Howard & Sons will investigate any reason of return and negotiate the best method of allocating credit or exchange. This excludes delivery (unless goods are faulty or not as ordered). Postage and handling charges are not refundable and for exchanges additional postage and handling charges will be applied accordingly.

Goods the subject of a special order cannot be credited or refunded - please contact our office for details. You will be advised if your product is a special order and cannot be credited or refunded. You must make sure you are ordering the correct product as errors in your ordering are not sufficient reason to credit or refund a special order item. Special order items require payment in advance.

Sealed goods that have been opened or used in any way cannot be credited or exchanged. Once any sealed item is opened the item is not fit for resale and cannot be credited or exchanged.

Any such credits or exchanges will be applied to outstanding invoices or held as credit to your account, unless otherwise negotiated.

## 6. Shipping & Delivery

Howard & Sons or contracted agents will deliver the goods you order to the address you specify in your order, within the agreed time frame, subject to their availability. Where goods are not available you will be notified of this by Howard & Sons as soon as possible.

Any person at the delivery address who receives the goods will be presumed to be authorised to receive the goods. In respect of the law, if your goods include products which prescribe a minimum age for purchase, the purchaser must be over the minimum age (of 18 years). In such instance you must ensure that a person over that age is available to accept delivery of the goods. Howard & Sons may refuse to deliver the goods if the person receiving the goods is unable or unwilling to provide evidence of proof of age, unless authorised by a representative of the company.

Clients receiving orders that require licensing and documentation must ensure that all licences and documentation is available on request. Only persons with correct licences may accept delivery of goods. Exception applies when authority has been granted by the client for a representative to receive goods. It is a requirement of NSW WorkCover sales records that all deliveries be acknowledged using Howard & Sons *Confirmation of Delivery* document sent with the order. Verification may be submitted via fax or email.

If there is no-one at the delivery address or no-one of appropriate age to receive, Howard & Sons will pass on any additional fees incurred.

Please note that shipping and handling charges are not refundable.

You may subcontract part of the contract with Howard & Sons consent (use of own freight account or company). This provision is subject to the subcontractor being licensed and authorised to perform such works.

Unless advised otherwise your order will be despatched by local and approved courier. Charges are quoted on receipt of a purchase order or request for quotation.

If an urgent delivery is required we will require a written authorisation and the delivery will be arranged as urgent with the courier or Howard & Sons vehicle. Urgent deliveries may incur further charges which will be passed on to the purchaser.

## 7. Liability

Any liability of Howard & Sons in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Howard & Sons be limited to:

- 7.1 in relation to goods, the replacement of the goods or the supply of equivalent goods; and
- 7.2 in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

## 8. Changes To Terms

Each order is governed by the terms and conditions current when the order is placed. Howard & Sons may add to, delete or otherwise change these terms and conditions without notice. It is your responsibility to read and understand these terms and conditions each time you place an order.

## 9. Applicable Law

All purchases, and these terms and conditions, are subject to the laws of Australia.

## 10. Collection Costs

Any expenses, costs or disbursements incurred by Howard & Sons in recovering any outstanding monies, including debt collection agency fees or solicitors costs shall be paid by the client.