

Terms & Conditions of Sale

Aquarium Industries Pty Ltd

1. Entire Agreement

The terms and conditions set out within this trading application contribute the full understanding of both the parties and a full and complete statement of the terms and conditions between them. No term, condition, understanding or agreement attempting to modify or vary the terms and conditions herein will be binding unless made in writing and signed by Aquarium Industries Pty Ltd. Previous dealings between Aquarium Industries Pty Ltd and the Customer will not modify or vary the terms and conditions contained herein or are deemed to do so in any circumstances whatsoever.

2. Terms of Payment

Terms of payment are strictly 30 days from end of month or Prepaid. Aquarium Industries Pty Ltd reserves the right to use trade references supplied and/or other necessary means to establish credit worthiness of either the customer and/or each of the Directors/Owners as individuals. Aquarium Industries Pty Ltd will advise the customer in writing the outcome of this application including payment terms and account codes. Aquarium Industries Pty Ltd may at any time suspend delivery of goods until payment is made in full or withdraw its credit facility to the customer without informing the customer in writing if payment terms are not met. Aquarium Industries Pty Ltd may at their discretion charge interest at 1.5% per month or part thereof on accounts exceeding the agreed credit terms and/or any additional costs incurred during the collection of any outstanding debt. Dishonoured payments will incur a \$35.00 charge and credit terms will be suspended.

3. Payment Options

Payment can be made by the following:

- Cheque – cheques to be made out to Aquarium Industries Pty Ltd.
- Direct Bank Transfer – funds to be deposited to the following account:

Aquarium Industries Pty Ltd

BSB: 032 028 Account: 301 119

Payment must be confirmed by fax or email remittance to allow correct allocation of funds to the customer account. The customer is to provide Aquarium Industries invoice number or Customer Code as a reference to appear on Aquarium Industries Pty Ltd's bank statement.

- Credit Card - details can be provided by fax, email or phone.
Visa/Mastercard accepted with a fee of 1.5% of each payment.
- Cash – this method of payment is only available to customers who attend the premises of Aquarium Industries Pty Ltd. Please be aware that Aquarium Industries Pty Ltd do not hold cash on premises therefore only minimal change may be available.

Please note, for Prepaid accounts, Aquarium Industries reserves the right to withhold delivery of goods until such time as cheques or direct bank transfers have been cleared.

4. Orders

- Orders can be placed by phone, fax or online. The customer must quote their Customer Code when placing orders.
- All prices quoted are exclusive of and subject to 10% GST.

Live Fish, Crickets, Tissue Culture Plant Orders

- Livestock and Plant Orders must be received by Aquarium Industries Pty Ltd by 2.00pm Victorian time if next day delivery is required. Orders received after this time may not be able to be despatched the same day. (WA customers, contact Customer Support regarding delivery timeframes).
- Each order which contains live fish must have a minimum order value of \$250.00 (ex GST) and each line item must have a minimum quantity of 10 fish if the listed individual price is \$2.65 (ex GST) or less.

Frozen Foods / Cricket / Tissue Culture Plant Only Orders

- Allow up to 5 working days for Frozen Food delivery
- Frozen Products not available in NT
- Min order for Frozen Food / Cricket / Tissue Culture Plant only orders is \$150 ex-GST.
- Usual packaging charges apply, see below.
- We ship Frozen Products in box lots (assortments if required) only, to avoid defrosting. Refer to our website, printed price list, or contact Customer Support, for additional details such as box sizes.
- We do not ship Live Crickets, Tissue Culture Plants or Frozen Products on days of extreme heat. We do not accept any claims for product shipped on days of extreme heat at customer's insistence.
- Orders which contain a combination of Live Fish and Frozen Foods will be split delivered.

5. Packing fee

All orders incur a packing fee as per the below:

Contents of Order	Value of order (ex GST)	Packing Fee (ex GST)
No fish. AI Naturals Range Plants, Crickets or Frozen (only)	\$150.00	\$32.00
Live Fish (plus any other products)	\$250.00	\$32.00
Any products*	\$600.00	\$16.00

The exceptions are WA regional and NT. These areas pay all freight charges as charged to AI, plus a packing fee of \$16.00 ex GST, on all orders valued at less than \$600 ex GST. *No 'dry goods' only orders.

6. Freight/Delivery

Aquarium Industries will make every reasonable effort to make delivery of goods by the appropriate or requested delivery and/or collection date. Specified delivery dates are estimates and Aquarium Industries is not liable for any loss or inconvenience caused from its inability to deliver the goods by the appropriate delivery date.

7. Guarantees

- All freshwater fish are guaranteed for 2 days from shipping date, while remaining at original shipping destination.
- Marine fish guaranteed for 24 hours from shipping date, while remaining at original shipping destination.
- We may refuse claims where the water parameters into which the fish have been placed are not suited to the species. For further details about recommended water parameters, download the free care sheets or graphing tools from our website.
- Crickets guaranteed until arrival at shipping destination.
- There are no claims on frozen foods, subject to statutory provisions for faulty manufacture. For further details about Frozen food, contact Customer Support.
- Claims must be made within in accordance with the terms detailed on the We Care claim form, available from the Aquarium Industries website. Account's which are outside of terms are not entitled to Claims.

8. Title of Goods

All goods supplied to the customer will remain the sole and absolute property of Aquarium Industries Pty Ltd until such time as the customer pays Aquarium Industries Pty Ltd the full price for the goods.

This version valid at 01.07.14 and replaces all previous versions.