

TERMS AND CONDITIONS OF SALE (“Terms”)

1. DEFINITIONS

“Additional Charges”	All delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the purchase price, payable by the Customer to Monarch arising out of the sale of the Goods.
“Agreement”	The financial transaction that is accepted by both the Customer and Monarch.
“Consequential Loss”	Increased costs or expenses, loss of revenue, loss of profit or anticipated profit, loss of business, loss of business reputation, loss of opportunities, loss of anticipated savings, loss of goodwill, loss of expense resulting from a claim by a third party, special or indirect loss or damage of any nature whatsoever caused by Monarch’s failure to complete or delay in completing the order to deliver the Goods, and any other loss suffered by a party as a result of a breach of these terms and conditions that cannot reasonably be considered to arise directly and naturally from that breach
“Delivery”	In relation to Goods, that point in time when the Goods enter the possession of the Customer or their agent by Monarch and in relation to Services, when those Services have been carried out by or on behalf of Monarch
“Force Majeure Event”	Any event outside the reasonable control of Monarch including acts of God, war, riots, strikes, acts of terrorism, pandemic, epidemic, quarantine, civil commotion, breakdown of communications facilities, breakdown of web hosts, breakdown of internet service providers, lock outs, lock downs, trade disputes, break downs, mechanical failures, interruptions of transport, government action or any other cause whatsoever, whether of a like nature to those specified above. For the purposes of these Terms, a Force Majeure Event shall not include financial distress nor the inability of either party to make a profit or avoid financial loss, changes in market conditions or a party’s financial inability to perform its obligations under these Terms.
“Goods”	The products sold to the Customer by Monarch and includes any services provided by Monarch to Customer.
“GST”	Goods and Services Tax payable under, A New Tax System (Goods and Services Tax) Act 1999.
“Intellectual Property Right”	Any patent, registered design, patent, trademark, copy-right, trade secret or any other proprietary right of a third party or parties, registered or unregistered, in any country.
“Monarch”	Monarch Asia Pacific Pty Ltd trading as Monarch Industrial Products, its officers and employees and any related corporation.
“Quotation”	An estimate given by Monarch to the Customer, whether in writing or otherwise.
“Special Fabricated Products”	Includes, but is not limited to, any manufactured, cut to size, drilled as requested, made-for-purpose or made-to-order product whether manufactured or fabricated by Monarch or any other third party. Capital Equipment such as filter housings, strainer housings, machinery, flow control equipment, vehicles and cast or fabricated pressure vessels.
“You” or “Customer”	The person, firm or company purchasing the Goods to which these terms and conditions apply.

2. ORDER FOR GOODS

- (a) An order given to Monarch is binding on Monarch and the Customer, if: a written acceptance is signed for or on behalf of Monarch; or the Goods are supplied by Monarch in accordance with the order.
- An acceptance of the order by Monarch is then to be an acceptance of these Terms by Monarch and the Customer and these Terms will override any conditions contained in the Customer's order. Monarch reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on Monarch until accepted by it.
- (b) An order which has been accepted in whole or in part by Monarch cannot be cancelled by the Customer without obtaining the prior written approval of Monarch, which it may refuse in its absolute discretion. Where cancellation is approved by Monarch, and except where Monarch has incorrectly supplied Goods or provided faulty Goods, Monarch reserves the right to claim payment from the Customer and Customer agrees to pay, all costs and fees associated with the return of Goods including but not limited to restocking, return transport, labour and administration costs.
- (c) Goods returned in a damaged condition will not be accepted and no refunds or credits will be given. It is the responsibility of the Customer to inspect the Goods prior to acceptance and report any damage in writing (including e-mail) to Monarch within 24 hours of Delivery.
- (d) To the extent permissible by law if a cancelled order has reached a point in manufacture, installation and/or supply at the time of cancellation in which costs have been incurred, then those costs will be borne by the Customer even if no actual Goods can be or were supplied.
- (e) If a postponed Delivery is caused by the Customer, Monarch reserves the right to have the Customer's Goods placed in storage at the Customer's expense and risk and Monarch will invoice the Customer and will require payment within 7 days for all costs associated with the storage of these Goods.
- (f) To the extent permissible by law, Monarch is not liable for any costs or claims arising from a failure by the Customer to understand documentation and/or drawings related to the Goods or Services.
- (g) In the event of order cancellation any deposit/s paid by the customer will be applied against costs as described in Section 2 (e).

3. PAYMENT AND INTEREST

- (a) All sums payable to Monarch pursuant to these terms and conditions shall be paid in full not later than 30 days from the date of invoice to approved account holders only or on such terms as Monarch may otherwise notify in writing.
- (b) Where any sum payable to Monarch by the Customer is more than 30 days in arrears, Monarch may at its discretion charge interest on that sum at the rate of 1.5% per month and such amount of interest shall be a separate debt which shall be immediately due and payable by the Customer on demand by Monarch.
- (c) A deposit or full payment will be required at the time of ordering for all "Special Fabricated Products". Deposits are considered non-refundable unless otherwise agreed upon in writing by Monarch.

4. PRICING

- (a) Prices are subject to change without notice as are Terms and Conditions of sale.
- (b) All prices quoted are exclusive of GST. The total price to be paid by the Customer is the total of the GST exclusive value of Goods, the GST and any Additional Charges (if applicable).
- (c) All invoices exceeding \$1,000.00 (including G.S.T.) and paid by credit card may be subject to a surcharge of 2.0% which shall be indicated on the invoice and be at the discretion of Monarch.

5. DELIVERY

- (a) The times quoted for Delivery are estimates only and Monarch accepts no liability for failure or delay in Delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in Delivery. Goods may be delivered by instalments at the discretion of Monarch.
- (b) Risk in accepting the Goods passes on Delivery to the Customer.

- (c) All Goods are quoted ex-works by Monarch and a delivery charge will apply unless special conditions have been negotiated. Goods will be delivered by our nominated carrier unless specified by the Customer. Whilst every endeavor will be made to meet delivery requirements, Monarch shall not be liable for failure to deliver or delays in delivering occasioned by acts of God, War, Labor difficulties, lock downs, inability to obtain materials, or any other causes whatsoever beyond our control nor will Monarch be liable for any loss of trade or income as a result of any delay in the production or delivery of the Goods.
- (d) Monarch will not be liable for any damage whether in contract, tort or otherwise and whether direct or indirect arising out of any delay in delivery of the Goods.

6. CLAIMS

- (a) All claims must be made in writing and received by Monarch within seven (7) days after receipt of Goods.
- (b) If a shipment is received in a damaged condition, a claim must be filed with the delivering carrier and noted on the freight bill before buyer accepts the merchandise.

7. LIMITATION OF LIABILITY

- (a) Our sole obligation under this warranty is to repair or replace, at our option, the Goods or any of its part or parts thereof found to be defective. Any claims to be made against Monarch for short delivery of Goods or the return of Goods must be lodged with Monarch in writing within 7 days of the delivery date in accordance with our returns and claims policy.
- (b) Monarch make no other representation or warranty, express or implied, including, but not limited to, any implied warranty of merchantability of fitness for a particular purpose. Monarch shall not be liable for cartage, labour, consequential loss or contingent liabilities. Any liability however arising shall not in any event exceed the contract price for the Goods.

8. RETURNS

- (a) Goods may only be returned after prior arrangements with Monarch. Only standard products may be returned, if in original condition and resaleable, within ten days after receipt of merchandise, whereby a restocking fee equivalent to 25% in the purchase price will apply.
- (b) Special Fabricated Products are not returnable and will be billed.
- (c) The customer is responsible for all costs and fees associated with returning the goods.

9. INTELLECTUAL PROPERTY

- (a) All branding and artwork provided by the Customer is the intellectual property of the Customer. Artwork and branding supplied will only be used for the purposes of satisfying these Terms.
- (b) The Customer warrants that the use by Monarch of any intellectual property provided by Customer to Monarch so that Monarch may provide the Goods and/or Services under these Terms does not infringe any Intellectual Property Rights.
- (c) The Customer must indemnify and keep indemnified Monarch against any, and all liabilities, expenses, losses and/or damages including attorney's fees whether direct, indirect or consequential, arising from a third party, alleging that the Goods infringe the Intellectual Property Right of the third party due to Monarch's use in the production of the Goods of any branding, artwork or other intellectual property provided to Monarch by the Customer.

10. RETENTION OF TITLE

- (a) It is expressly agreed and declared that title of the Goods shall not pass to you until payment in full of the purchase price. You shall in the meantime take custody of the Goods and retain them as our fiduciary agent and bailee.
- (b) You may resell but only as our fiduciary agent. Any right to bind us to any liability to any third party by contract or otherwise is hereby expressly negated. Any such resale is to be at arm's length and on market terms and pending resale or utilization in any manufacturing processing is to be kept separate from its own, properly stored, protected and insured.
- (c) You will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with the Goods in trust for us and will keep such proceeds in a separate account until the liability to us has been discharged.
- (d) Monarch is authorized to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by you to the contrary.
- (e) In the event that The Customer, use the Goods in some manufacturing or construction process of its own or some party of its own or some third party, then The Customer shall hold such party of the proceeds of manufacturing or constructing process as relates to the Goods in trust for Monarch. Such parts shall be deemed to equal in dollar terms the amount owing to Monarch by you at the time of the receipt of such proceeds.

11. INDEMNITY

- (a) To the full extent permitted by law, Customer will indemnify Monarch and keep Monarch indemnified from and against any liability and any loss or damage Monarch may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives and arising from Monarch exercising any of its rights under these Terms including the right to repossess the Goods.
- (b) The Customer will indemnify Monarch against any liability for trespass, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Monarch suffers, incurs or is liable to in respect of Monarch's rights to repossess goods referred to in these Terms.

12. MISCELLANEOUS

- (a) These terms and conditions comprise the entire agreement between the parties ("Agreement"). There are no collateral representations, warranties, agreement or undertakings of any nature whatsoever. This Agreement shall not be cancelled or altered except by written agreement between an authorized officer of Monarch and an authorized representative of the Customer. Any conditions found to be void, unenforceable or illegal may, to that extent be severed from this Agreement.
- (b) The laws of the State of Queensland shall apply to any matter arising out of these Terms & Conditions and it is expressly agreed that the State of Queensland is the proper forum for the determinations of any matter arising out of these Terms & Conditions.

13. FORCE MAJEURE

- (a) Monarch will not be liable for the consequences of any failure or delay in performing any of its obligations under these Terms to the extent that such failure or delay is due directly or indirectly to any Force Majeure Event.
- (b) If a Force Majeure Event arises, Monarch will notify the Customer in writing of the Force Majeure Event and the likely impact it will have on Monarch's performance under these Terms. If the Force Majeure Event affects the capacity of Monarch to complete its material obligations under these Terms in a timely manner, Monarch may, by notice, to the Customer terminate this Agreement without any liability whatsoever on its part arising from that termination.