

JN Taylor & Co. Pty Ltd trading as Taylor Marine & Furuno Australia

## Terms and Conditions of Sale

### 1) Customer Acknowledgement.

The Customer acknowledges agreement with these Terms and Conditions of Sale by the placement of an order to purchase product from JN Taylor & Co. Pty Ltd.

JN Taylor & Co. Pty Ltd trading as Taylor Marine & Furuno Australia. This contract of sale is between the entity named on the invoice (the "Customer") and JN Taylor & Co. Pty Ltd.

All goods are supplied on these terms and conditions only and no person in the employment or otherwise as agent for JN Taylor has any authority to supply goods on any other terms and conditions or to vary these terms and conditions in any way whatsoever. Previous dealings shall not vary or negate these terms and conditions in any respect.

### 2) Return or Exchange of Goods.

JN Taylor will gladly refund or credit goods returned within a reasonable time (generally 7 days) provided the goods are in original condition, original packaging, current version and not a special order, hardware, peripheral or clearance item. Otherwise, we will make our best effort to arrange exchange with the manufacturer or accept the goods back for resale. In this case, if the return is authorised by JN Taylor, a restocking fee of up to 10% may apply.

Due to copyright and licensing restrictions of certain software packages and digital charts where a security key (dongle) has been used to unlock the application, JN Taylor cannot accept exchange or return unless the original security dongle is returned.

Return or exchange of computer hardware and peripherals is sometimes not possible due to third party constraints on JN Taylor (unless faulty). Unless agreed otherwise prior to purchasing, all sales shall be considered firm sales.

### 3) Warranty Information.

Unless otherwise stated, all products sold by JN Taylor are covered by the limited manufacturers' warranty (download from [www.jntaylor.com.au](http://www.jntaylor.com.au)) or that accompanies the product. JN Taylor

makes no additional or independent warranty. JN Taylor does not warrant the performance, compatibility, integrity, merchantability and fitness for a particular purpose of any product, but merely passes through to the Customer whatever end-user **warranty** the manufacturers or software publishers provide with their respective products.

Please Note: Due to restrictions placed upon us by the manufacturers, hardware that is defective on arrival can generally be exchanged if we are notified within 7 days of invoice. Otherwise, the manufacturer's warranty process must be followed.

### 4) Delivery of Goods.

We place great importance on the fast and reliable delivery of Customers orders, however please note that delivery times are estimates only and JN Taylor shall not be liable for delays.

If the Customer fails or refuses to take delivery of the goods, then in addition to all other rights and remedies of JN Taylor, the Customer shall be liable for all loss and damage (including consequential loss and damage) suffered or incurred by JN Taylor as a result thereof and JN Taylor, at its discretion may charge a restocking fee of up to 25% of the purchase price.

Unless otherwise stated prices are quoted as ex JN Taylor store / warehouse. All freight and insurance is for the Customer's account. The goods shall be at the Customer's risk at the point of delivery. The Customer, upon taking delivery of the goods, shall immediately examine the goods and give written notice to JN Taylor of any defect within five (5) days of such date, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.

### 5) Title of Goods.

The goods shall remain the sole and absolute property of JN Taylor as legal and equitable owner and the Customer shall hold such goods as bailee only until such time as the Customer shall have paid the full price. The Customer shall be liable to JN Taylor in respect of any loss or damage to the goods during such bailment.

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## 6) Payment

Standard terms of payment are C.O.D unless an approved credit facility is in place. JN Taylor reserves the right to refuse or withdraw credit facilities. The price shall be paid by the Customer in full without any deduction in respect of any claimed set-off or counterclaim (including any such set-off or counterclaim on account of any delay on the part of JN Taylor in delivering any part of the goods) on or before the payment date.

In addition to any other rights or remedies of JN Taylor in the event of the Customer's default hereunder, JN Taylor shall be entitled:

- a) To charge and recover costs incurred for the collection of payment (such as but not limited to collection agency fees and legal costs), cheque dishonour fees, interest at the current bank overdraft rate plus two percent per annum from the due date for payment until payment in full;
- b) To immediately and without notice retake possession of the goods (and for such purpose the Customer irrevocably licenses JN Taylor, its employees, contractors, servants or agents to enter upon the premises at which the goods are located to so retake possession) and resell the goods after seven (7) days written notice to the Customer and thereafter recover from the Customer any amount by which the resale price is less than the price agreed to be paid by the Customer, together with all costs and expenses suffered or incurred by JN Taylor as a result of the Customer's default;
- c) At the sole discretion of JN Taylor charge a restocking fee of up to 25% of the purchase price.

## 7) Errors and Omissions

At JN Taylor, we work hard to offer you the most competitive pricing and accurate product information. Because of the dynamic nature of this industry (e.g. vendor price changes and other variables beyond our control), prices, promotions, versions and availability advertised are subject to change without prior notice. Please be assured of our every effort to ensure the accuracy; however the documents and graphics published may contain technical inaccuracies or typographical errors. JN Taylor makes no representations about the suitability of this information; it is provided "as is" without warranty of any kind. If an error is made or a product is listed at an incorrect price, JN Taylor shall maintain the right to refuse or cancel any orders placed. If the order has been confirmed and charged to your credit card, JN Taylor shall immediately issue a refund.

## 8) Limitation of Liability

JN Taylor, shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit or opportunity, even if it has been advised of the possibility of such damages: the maximum liability for all damages, if any, arising out

of any action shall be limited to an amount not to exceed the purchase price of the product.

Subject to any applicable Commonwealth or State Legislation, JN Taylor's liability for any such breach shall be limited, at its sole discretion, to any of the following:

- a) Replacement of the goods or any part thereof;
- b) Supply of equivalent goods or any part thereof;
- c) Repair of the goods or any part thereof;
- d) Payment of the cost of replacing the goods or acquiring equivalent goods or any part thereof;
- e) The payment of the cost of having the goods or any part thereof repaired; or
- f) Refund of the goods upon return.

## 9) All Sales Made in Western Australia

All sales shall be deemed made in the state of Western Australia regardless of the location of the Customer. The Customer agrees that any dispute with JN Taylor shall be brought by the Customer exclusively in the state or federal courts situated in the State of Western Australia.

## 10) General

JN Taylor warrants that it has good title to all products it sells.

In the event any section or portion of a section of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale, and the remaining terms shall continue in full force and effect.