

# Auspec Bathrooms – Terms & Conditions of Trade

1.	<b>Definitions</b>	17.	<b>Intellectual Property</b>
1.1	"Auspec" means Auspec Group Pty Ltd T/A Auspec Bathrooms, its successors and assigns or any person acting on behalf of and with the authority of Auspec Group Pty Ltd T/A Auspec Bathrooms.	17.1	Where Auspec has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Auspec.
1.2	"Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.	17.2	The Client warrants that all designs, specifications or instructions given to Auspec will not cause Auspec to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Auspec against any action taken by a third party against Auspec in respect of any such infringement.
1.3	"Goods" means all Goods or Services supplied by Auspec to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	17.3	The Client agrees that Auspec may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Auspec has created for the Client.
1.4	"Price" means the Price payable for the Goods as agreed between Auspec and the Client in accordance with clause 4 below.	18.	<b>Default and Consequences of Default</b>
2.	<b>Acceptance</b>	18.1	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Auspec's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	18.2	If the Client owes Auspec any money the Client shall indemnify Auspec from and against all costs and disbursements incurred by Auspec in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Auspec's contract default fee, and bank disbursement fees).
2.2	These terms and conditions may only be amended with Auspec's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Auspec.	18.3	Without prejudice to any other remedies Auspec may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Auspec may suspend or terminate the supply of Goods to the Client. Auspec will not be liable to the Client for any loss or damage the Client suffers because Auspec has exercised its rights under this clause.
2.3	The Client acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Auspec reserves the right to vary the Price with alternative Goods as per clause 4.2. Auspec also reserves the right to halt all Services until such time as Auspec and the Client agree to such changes.	18.4	Without prejudice to Auspec's other remedies at law Auspec shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Auspec shall, whether or not due for payment, become immediately payable if:
2.4	Where Auspec gives advice, recommendations, information, assistance or service to the Client or the Client's agent, regarding the Goods or Services then it is given in good faith and Auspec shall not be liable in any way whatsoever for any damages, losses or costs however arising resulting from the Client relying on the same.	(a)	any money payable to Auspec becomes overdue, or in Auspec's opinion the Client will be unable to make a payment when it falls due;
3.	<b>Change in Control</b>	(b)	the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
3.1	The Client shall give Auspec not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by Auspec as a result of the Client's failure to comply with this clause.	(c)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
4.	<b>Price and Payment</b>	19.	<b>Compliance with Laws</b>
4.1	Auspec's sole discretion the Price shall be either:	19.1	The Client and Auspec shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.
4.2	(a) as indicated on any invoice provided by Auspec to the Client; or	19.2	The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works.
4.3	(b) Auspec's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	19.3	The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
4.4	Auspec reserves the right to change the Price if a variation to Auspec's quotation is required to reflect the client's schedule, design or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to Auspec in the cost of taxes, levies, materials and labour where additional works are required due to the discovery of hidden or unidentifiable difficulties including, but not limited to, poor weather conditions, limitations to accessing the site, hard rock barriers or unstable surface conditions, reinforcing or additional considerations, prerequisite work, by any third party not being completed or hidden pipes and wiring in walls or in any soil discovered on commencement of the Works) will be charged for on the basis of Auspec's quotation and will be shown as variations on the invoice.	20.	<b>Dispute Resolution</b>
4.5	At Auspec's sole discretion a non-refundable deposit may be required.	20.1	If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least informally to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
4.6	Time for payment for the Goods being the essence, the Price will be payable by the Client on the date determined by Auspec, which may be:	(a)	referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
(a)	on delivery of the Goods;	(b)	conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
(b)	the date which is seven (7) days following the date of any invoice given to the Client by Auspec.	21.	<b>Cancellation</b>
(c)	the date which is fourteen (14) days following the date of any invoice given to the Client by Auspec.	21.1	Auspec may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Auspec shall report to the Client any money paid by the Client for the Goods. Auspec shall not be liable for any loss or damage whatsoever arising from such cancellation.
(d)	by way of instalments/progress payments in accordance with Auspec's payment schedule;	21.2	In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Auspec as a direct result of the cancellation (including, but not limited to, any loss of profit).
(e)	the date specified on any invoice or other form as being the date for payment; or	21.3	Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.
(f)	failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by Auspec.	22.	<b>Privacy Act 1988</b>
4.5	Payment may be made by cash, cheque, bank cheque, electronic/line banking, or by any other method as agreed between the Client and Auspec.	22.1	The Client agrees for Auspec to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) to assist the Client in relation to the credit provided by Auspec.
4.6	Unless otherwise stated, the Price does not include GST. Auspec must pay for any supply by Auspec under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	22.2	The Client agrees that Auspec may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
5.	<b>Delivery of Goods</b>	(a)	to assess an application by the Client; and/or
5.1	Delivery of the Goods is taken to occur at the time that Auspec (or Auspec's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	(b)	to notify other credit providers of a default by the Client; and/or
5.2	At Auspec's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.	(c)	to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
5.3	The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Auspec shall be entitled to charge a reasonable fee for redelivery and/or storage.	(d)	to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.
5.4	Auspec may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.	22.3	The Client consents to Auspec being given a consumer credit report to collect overdue payment on commercial credit.
5.5	Any time or date given by Auspec to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and Auspec will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.	22.4	The Client agrees that personal credit information provided may be used and retained by Auspec for the following purposes (and for other agreed purposes or required by):
6.	<b>Risk</b>	(a)	the provision of Goods; and/or
6.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	(b)	verifying, verifying and checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
6.2	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Auspec is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Auspec is sufficient evidence of Auspec's rights to receive the insurance proceeds without the need for any person dealing with Auspec to make further enquiries.	(c)	processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
6.3	If the Client requests Auspec to leave Goods outside Auspec's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.	(d)	enabling the collection of amounts outstanding in relation to the Goods.
6.4	The Client acknowledges that the presence of plant or tree root growth and/or other blockages may indicate damaged pipe work and therefore Where Auspec is requested to merely clear such blockages, Auspec can offer no guarantee against recurrence or further damage. In the event of collapse during the pipe clearing process, Auspec will immediately advise the Client of the same and shall provide the Client with an estimate for the full repair of the damaged pipe work.	22.5	Auspec may inform the Client to a CRB for the following purposes:
6.5	The Client acknowledges that variations of colour, shade and grain are inherent in all kiln fired products and natural stone. While every effort will be taken by Auspec to match colour, shade or grain of product, Auspec shall not be liable for any loss, damages or costs however arising resulting from any variation in colour, shading or grain between batches of product or sale samples and the final product supplied.	(a)	to obtain a consumer credit report;
6.6	Tiles are not guaranteed against crazing, cracking, chipping or scratching.	(b)	allow the CRB to create or maintain a credit information file about the Client including credit history.
6.7	Where Auspec is required to install the Materials the Client warrants that the structure of the premises or equipment in or upon which these Materials are to be installed or erected is sound and will sustain the installation and work incidental thereto and Auspec shall not be liable for any claims, damages, losses, damages or expenses however caused or arising in connection with the installation and work incidental thereto.	22.6	The information given to the CRB may include:
7.	<b>Vinyl or Cork Tile Flooring Risk</b>	(a)	personal information as outlined in 22.4 above;
7.1	The Client acknowledges and agrees that Auspec shall not be liable for any loss, damages or costs however arising in the event that:	(b)	name of the credit provider and that Auspec is a current credit provider to the Client;
(a)	a heavy or sharp object is dropped or falls on the vinyl, as vinyl will show scratches and will get out as it is a soft and flexible Good; or	(c)	whether the credit provider is a licensee;
(b)	an object is dragged across it as vinyl can rip and tear; or	(d)	type of consumer credit;
(c)	the vinyl discolours or bubbles in areas due to exposure to extreme heat (including, but not limited to, conservatories and roof to ceiling windows)	(e)	details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
7.2	Auspec does not recommend vinyl to be installed over a floor that is a combination of wood and concrete, or expansion joints in concrete floors, as any movement, joint, seams in bison board, or thin line board will show through the vinyl.	(f)	advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively the Client no longer has any overdue accounts and Auspec has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
7.3	The Client acknowledges and agrees that vinyl will not fully seal a floor around the edges particularly around showers or baths; the Client also agrees water can get underneath and therefore bubble and/or discolour the vinyl. Auspec shall not be held liable for any loss, damages or costs however arising due to the same.	(g)	information that, in the opinion of Auspec, the Client has committed a serious credit infringement;
7.4	Auspec hereby requests the Client to remove any and all appliances in the installation area prior to the commencement of any works. The Client acknowledges and agrees that Auspec shall not be held liable for any loss, damages or costs arising due to the Client's failure to comply with this clause.	(h)	advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
7.5	Auspec shall advise the Client if Auspec believes that there are any issues with the sub floor (including, but not limited to, moisture problems which may cause the vinyl to bubble and discolour) however the Client acknowledges that it is not always possible to identify such problems therefore the Client agrees that Auspec shall not be held liable in any way whatsoever should any such issue go undetected causing damage to the Goods.	22.7	The Client shall have the right to request (by e-mail) from Auspec:
7.6	The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors; this will not necessarily level a floor.	(a)	a copy of the information about the Client retained by Auspec and the right to request that Auspec correct any incorrect information; and
8.	<b>Accuracy of Client's Plans</b>	(b)	that Auspec does not disclose any personal information about the Client for the purpose of direct marketing.
8.1	Auspec shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Auspec accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.	22.8	Auspec will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
9.	<b>Accuracy of Measurements for Orders</b>	22.9	The Client can make a complaint to Auspec via e-mail. Auspec will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at <a href="http://www.oaic.gov.au">www.oaic.gov.au</a> .
9.1	In the event the Client gives information relating to measurements and quantities of the Goods required to complete the services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or Auspec places an order based on these measurements and quantities. Auspec accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.	23.	<b>Building and Construction Industry Payments Act 2004</b>
10.	<b>Client's Responsibilities</b>	23.1	At Auspec's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.
10.1	The Client acknowledges that in the event asbestos or any other toxic substances are discovered at the Worksite that it is their responsibility to ensure the safe removal of the same. The Client further agrees to indemnify Auspec against any costs incurred by Auspec as a consequence of such discovery. Under no circumstances will Auspec handle removal of asbestos product.	23.2	Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.
10.2	The Client acknowledges that it is their responsibility to ensure that all Goods, plant or equipment which Auspec is required to install (or to connect any of its Goods to) are of the correct type, size, rating, standard, quality, colour and finish, conform with all relevant Australian standards and local statutory requirements, and as specified in the specifications, drawings and plans upon which Auspec based the quotation and therefore, the Client agrees to indemnify Auspec against any costs incurred by Auspec in rectifying such errors if required.	24.	<b>General</b>
10.3	Auspec is not responsible for the removal of rubbish from or clean-up of the building/construction sites. This is the responsibility of the Client or the Client's agent.	24.1	The failure by Auspec to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Auspec's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
11.	<b>Access</b>	24.2	These terms and conditions and any contract to which they apply shall be governed by the laws of the state New South Wales in which Auspec has its principal place of business, and are subject to the jurisdiction of the courts of Brisbane in that state.
11.1	The Client shall ensure that Auspec has clear and free access to the work site at all times to enable them to undertake the works. Auspec shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and/or concrete or paved or grassed areas) unless due to the negligence of Auspec.	24.3	Subject to clause 16 Auspec shall be under no liability whatsoever to the Client for any indirect or consequential loss or damage (including loss of profit) suffered by the Client arising out of a breach by Auspec of these terms and conditions (alternatively Auspec's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
12.	<b>Underground Locations</b>	24.4	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Auspec nor to withhold payment of any invoice because part of that invoice is in dispute.
12.1	Prior to Auspec commencing any work the Client must advise Auspec of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.	24.5	Auspec may license or sub-contract all or any part of its rights and obligations without the Client's consent.
12.2	Whilst Auspec will take all care to avoid damage to any underground services the Client agrees to indemnify Auspec in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 12.1.	24.6	The Client agrees that Auspec may amend these terms and conditions at any time. If Auspec makes any change to these terms and conditions, then that change will take effect from the date on which Auspec notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Auspec to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
13.	<b>Title</b>	24.7	The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
13.1	Auspec and the Client agree that ownership of the Goods shall not pass until:		
(a)	the Client has paid Auspec all amounts owing to Auspec; and		
(b)	the Client has met all of its other obligations to Auspec.		
13.2	Receipt by Auspec of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.		
13.3	It is further agreed that:		
(a)	until ownership of the Goods passes to the Client in accordance with clause 13.1 that the Client is only a bailee of the Goods and must return the Goods to Auspec on request.		
(b)	the Client holds the benefit of the Client's insurance of the Goods on trust for Auspec and must pay to Auspec the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.		
(c)	the Client must not sell, dispose, or otherwise part with possession of the Goods other than to Auspec for the ordinary course of business and for the same value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of such sale act on trust for Auspec and must pay or deliver the proceeds to Auspec on demand.		
(d)	the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Auspec; and must sell, dispose of or return the resulting product to Auspec as its sole agent.		
(e)	the Client irrevocably authorises Auspec to enter any premises where Auspec believes the Goods are kept and recover possession of the Goods.		
(f)	Auspec may recover possession of any Goods in transit whether or not delivery has been made.		
(g)	the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Auspec.		
(h)	Auspec may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.		
14.	<b>Personal Property Securities Act 2009 ("PPSA")</b>		
14.1	In this clause financing statement, financing charge statement, security agreement, and security agreement having effect in relation to the PPSA.		
14.2	Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future to Auspec to the Client.		
14.3	The Client undertakes to:		
(a)	promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Auspec may reasonably require to:		
(i)	register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;		
(ii)	correct a defect in a statement referred to in clause 14.3(a)(i) or 14.3(a)(ii);		
(b)	indemnify, and upon demand reimburse, Auspec for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or in releasing any Goods charged thereby;		
(c)	not register a financing charge statement in respect of a security interest without the prior written consent of Auspec;		
(d)	not register, or permit to be registered, a financing statement or a financing charge in relation to the Goods in favour of a third party without the prior written consent of Auspec;		
(e)	immediately advise Auspec of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.		
14.4	Auspec and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to Auspec and the Client in relation to the Goods.		
14.5	The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.		
14.6	The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.		
14.7	Unless otherwise agreed to in writing by Auspec, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.		
14.8	The Client must unconditionally ratify any actions taken by Auspec under clauses 14.3 to 14.5. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.		
15.	<b>Security and Charge</b>		
15.1	In consideration of Auspec agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).		
15.2	The Client irrevocably appoints Auspec and each director of Auspec as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any documents on the Client's behalf.		
15.3	The Client irrevocably appoints Auspec and each director of Auspec as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any documents on the Client's behalf.		
15.4	The Client acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.		
15.5	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Auspec makes no warranties or other representations under these terms and conditions, including but not limited to the quality or suitability of the Goods. Auspec's liability in respect of these warranties is limited to the fullest extent permitted by law.		
15.6	If the Client is a consumer within the meaning of the CCA, Auspec's liability is limited to the extent permitted by section 64A of Schedule 2.		
15.7	If Auspec is required to replace the Goods under this clause or the CCA, but is unable to do so, Auspec may refund any money the Client has paid for the Goods.		
15.8	If the Client is not a consumer within the meaning of the CCA, Auspec's liability for any defect or damage in the Goods is:		
(a)	limited to the value of any express warranty or warranty card provided to the Client by Auspec at Auspec's sole discretion;		
(b)	limited to any warranty to which Auspec is entitled, if Auspec did not manufacture the Goods;		
(c)	otherwise negated absolutely.		
15.9	Subject to this clause 15, returns will only be accepted provided that:		
(a)	the Client has complied with the provisions of clause 16.1; and		
(b)	Auspec has agreed that the Goods are defective; and		
(c)	the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and		
(d)	the Goods are returned in as close a condition to that in which they were delivered as is reasonably practicable.		
16.	<b>Notwithstanding clauses 16.1 to 16.8 but subject to the CCA, Auspec shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:</b>		
(a)	the Client failing to properly maintain or store any Goods;		
(b)	the Client using the Goods for any purpose other than that for which they were designed;		
(c)	the Client continuing the use of any Goods or any defect in the same apparent or should have become apparent to a reasonably prudent operator or user;		
(d)	the Client failing to follow any instructions or guidelines provided by Auspec;		
(e)	fair wear and tear, any accident, or act of God.		
16.1	In the case of second hand Goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Goods prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by Auspec as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that Auspec has selected with care and in good faith the second hand Goods and calculated the Price of the second hand Goods in reliance of this clause 16.10.		
16.2	Auspec may in its absolute discretion accept non-defective Goods for return in which case Auspec may require the Client to pay handling fees up to twenty five percent (25%) of the value of the returned Goods plus any freight costs.		
16.3	Notwithstanding anything contained in this clause if Auspec is required by a law to accept a return then Auspec will only accept a return on the conditions imposed by that law.		