

Orders

All orders are subject to approval by PRF (Australia) Pty. Ltd. ("Seller"). When placing an order, Buyer must always specify product identification, colours and dimensions. Orders placed by telephone must be confirmed in writing with complete shipping instructions.

Payments

- Open accounts are net thirty (30) days from invoice date. A 2% discount will apply on payments received within ten (10) days from the date of the invoice (only if goods are sold at full list price).
- Orders from new customers will always require payment in advance, until credit is approved by Seller.
- All customers and orders are subject to credit limitation established by Seller.
- Failure to pay any invoice when due will imply restrictions on credit facilities and will automatically put the account on credit hold.
- Payments made after 30 days from date of invoice will bear an interest rate of 1.5% per month, which will be charged to the customer without necessity of demand.
- No shipments will be made to customers with an outstanding balance.
- Title on the goods will pass to Buyer only when the invoice for such goods and any other charge (freight, taxes, financial charges for late payments, etc.) is paid in full.
- Any credit facility provided by Seller can be withdrawn at any time, without notice. In such case any outstanding payment is due immediately.
- Buyer will be responsible of any costs incurred by Seller for the recovering (or attempt to recover) of any outstanding invoice.

Delivery

- Seller delivery terms are always Ex-Works Seller's warehouse. All Freight costs from Seller's warehouse to the nominated delivery address are payable by Buyer. The amount of the freight charges will be indicated in the Order Confirmation sent to Buyer prior to shipping and will be invoiced accordingly.
- In instances where Buyer is using its own transport, Buyer must provide complete details with the Purchase Order.
- Unless the goods are in stock, delivery dates are only estimated and Seller will not be liable for any delay in delivery. Seller shall make all efforts to deliver the goods on the date required, however Seller shall be under no liability whatsoever should the delivery not be made at that time and Buyer shall not be entitled to cancel the order.
- In instances where the goods are delivered in different phases, any delay or suspension in any of the deliveries will not affect the contract and payment will always be due for the goods that have been delivered.
- Seller will not be responsible for loss and/or damages suffered to materials while in transit, for shipping delays, for breakages or shortages of the material during transit. Claims for damages, breakages, and shortages during shipping should be made against the carrier, regardless if shipped prepaid or collect.

Prices

- Prices are subject to change by Seller with a two (2) week notice. Orders confirmed by Seller will be fulfilled at the confirmed prices.
- Prices do not include GST.

Indent Orders, Special Products and Special Orders

- Indent orders, orders of custom colours special orders and specific orders of non-stock items require a deposit of 50% of the value of the order, with the balance of the payment due before delivery from Seller's warehouse. Such orders, once confirmed by Seller, cannot be cancelled and/or modified. Seller's Order Confirmation is final.
- Material related to indent orders, orders of special products, orders of non stock items and quantities and orders for products made with custom colours cannot be considered for return. Sale of such orders is final.
- Seller Order Confirmation will indicate if the product required by Buyer is a special product or a special order or an indent order, requiring a specific production.

Cancellations

All orders (regular products and special products) cannot be cancelled once processed by Seller with the Order Confirmation sent to Buyer. In the event of an approved cancellation, Buyer will be charged a 15% service fee on the amount of the order.

Return of Non-Defective Materials

- Material accepted for return cannot be returned without Seller's prior written consent and without receiving from Seller a Return Authorization Number (RAN) in writing. Seller warehouse will reject goods being returned without a RAN indicated in the shipping documents and in the packaging.
- No returns will be considered for material invoiced beyond the past 30 days.
- Only unopened and original packaging will be considered for return. Seller warehouse will not accept material returned not in the original packaging.
- Materials accepted for return must be delivered pre-paid to Seller's warehouse.
- Materials accepted for return are subject to a handling charge of 25% of the invoiced value.
- No returns will be accepted on Adhesive, Maintenance Products, Stair Treads and Accessories.
- Under no circumstances goods related to indent orders, special products, custom colours and specific orders of non-stock items will be accepted for return.

Claims

- Inspection of all material must be made upon receipt to verify completion of order, colours and dye lots and such inspection must be carried out before cutting and installing the goods. In presence of any allegedly visual defect, Buyer must notify Seller immediately and before proceeding with the installation.
- Proceeding with the installation of material with any real or alleged problem of any sort will constitute the Seller being waived from all claims against such material.
- Claims for allegedly defective materials shall be deemed waived by Buyer unless made in writing within ten (10) days from the arrival of the materials and prior to starting the installation.
- Allegedly defective materials must be held for inspection by a designated representative of Seller.
- No claims will be allowed after the materials have been cut and/or installed. **All products (tiles/rolls/stair treads) must be always dry-laid and inspected before starting installation.**
- No claim will be accepted where the goods have not been installed in accordance with the relevant Australian Industry Standards and in accordance with the manufacturer instructions.
- Seller will not be responsible for installation failure.
- No claims for labour costs and/or other costs will be accepted.
- To the extent permitted by law, notice in writing of any claim intended to be made under this contract must be in writing within 30 days from receipt of the goods and unless so given and made, the claim will not be enforceable against Seller.

Quality Limitations

- Fading or wear resulting from misapplication or abuse are not covered by any warranty.
- Because of variations in dye lots, shipped materials may vary in colour shade from original samples.
- Sunlight, either direct or filtered, may cause fading.
- ACTIVA Rubber Flooring products should be used only indoors.
- Due to the difference in the manufacturing process, the colour shade between rubber tiles, rubber stair treads and accessories may vary. No claim will be accepted for such possible colour shade differences.

For other information please refer to our Warranty Sheet.

Controlling Provision

These Terms & Conditions shall supersede all prior arrangements, any provisions contained on any purchase order, or other writing Buyer may give any such Terms & Conditions are hereby objected to and the rights of the parties shall be governed exclusively by the Terms & Conditions hereof. These Terms & Conditions cannot be changed for specific transactions. PRF (Australia) Pty. Ltd. can change these Terms and Conditions without notice. The updated Terms and Conditions will be posted to the web site of the company.

Governing law

The law of New South Wales shall govern these Terms and Conditions of Sale and any legal action shall be brought in a New South Wales Court.