



Trading Terms & Conditions

Yellow Cleaning Supplies Pty Limited ABN 78 115 452 634 is the holding company of the trade name Greenpeak Water and trademark Greenpeak.

Ownership Of Goods

1. Greenpeak retains title in the goods supplied until payment in full is received.
2. Greenpeak may register a financing statement on the register maintained under the Personal Property Securities Act 2009 ["PPSA"].
3. The customer agrees to promptly do anything requested by Greenpeak to ensure its rights under the PPSA are perfected.

Purchases

1. Only purchase orders submitted via our website (greenpeak.com.au) or in writing will be accepted
2. A delivery charge may apply to any or all orders.
3. All available goods will be dispatched upon acceptance of order, unless specifically requested otherwise. Goods not available at placement of order will be supplied when available.
4. Delivery of goods and or services will be withheld until payment is made in full.
5. Delivery of goods and or services will be withheld where payment of account is in arrears.
6. Greenpeak reserves the right to amend the prices listed on our website at any time, for any reason.

Cancellations

1. Cancellation of a purchase order must be submitted in writing to Greenpeak.
2. Cancellation will not be accepted for any goods in manufacture, or goods in transit, either to Greenpeak or to the customer.
3. Unless confirmed in writing by Greenpeak, an order is not considered cancelled.

Deliveries

1. Any damage must be marked on carriers consignment note at time of receipt.
2. Any damage must be reported within 48 hours of receipt of goods.
3. Risk in the goods passes to the customer on delivery.
4. Any visibly damaged item must not be installed.
5. The packaging of any damaged goods needs to be retained for assessment.
6. Any shortages or model discrepancies must be reported within 48 hours of receipt of goods.
7. Claims for damage or shortages by a third party will only be accepted where goods are shipped direct from Greenpeak warehouses to the third party recipient.

Returns

1. Goods will not be accepted for return unless previously authorised in writing by Greenpeak.
2. Goods will not be accepted for return more than 90 days after delivery without special written consent.
3. Goods Return Authorisation form (GRA) to be attached and visible, to approved items being returned.
4. Goods approved for return must be returned to Greenpeak nominated return address within 5 working days of receiving authorisation, unless special written consent is provided.
5. Goods manufactured or imported to order will not be accepted for return.
6. Goods that have been installed are ineligible for return or credit.

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7. Any goods accepted for return by Greenpeak will incur a minimum 30% restocking fee, with all freight prepaid by the customer to the nominated return address on the GRA.
8. Any goods returned must arrive at Greenpeak nominated address in original packaging and condition [Damaged packaging may result in turn away]. Return freight to be organised by customer at their expense. The customer is responsible for any damage that may occur in transit.
9. Credit will only be issued to the original purchaser upon receipt of a copy of the original invoice. Greenpeak will not issue payments in place of credits without special written consent.

Liability

1. Greenpeak shall not be liable to the customer, or any third party, for any loss, damage, injury, death, disease, loss of profits or any other consequential or indirect loss, caused by any act or omission of the Greenpeak, its suppliers, employees or agents arising from the performance or non-performance, supply or non-supply of any goods or services.

These Trading Terms & Conditions are published on our website www.greenpeak.com.au or such other website owned and operated by us. We may update these Trading Terms & Conditions and if we do, we will post the updated version on our site.