

1. Delivery

- 1.1 Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
 - (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Seller's address; or
 - (b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 1.2 At the Seller's sole discretion the cost of Delivery is either included in the Price or is in addition to the Price.
- 1.3 The Customer must take Delivery, by receipt or collection of the Goods, whenever they are tendered for Delivery. In the event that the Customer is unable to take Delivery as arranged, then ALSL shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 1.4 ALSL may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 1.5 ALSL's estimated time for Delivery is between three (3) to seven (7) days from confirmed receipt of the Customer's order and/or payment, which may be increased by one (1) or two (2) days for Delivery to rural areas. However, any time or date given by ALSL to the Customer is an estimate only. The Customer must still accept Delivery even if late, and ALSL will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late.

2. Defects, Returns and Warranties

- 2.1 The Customer shall inspect the Goods on Delivery and shall within seven (7) days of such time (being of the essence) notify ALSL of any alleged defect, shortage in quantity, damage or failure to comply with the description, order or quotation. The Customer shall afford ALSL an opportunity to inspect the Goods within a reasonable time following such notification if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions, the Goods shall be presumed to be free from any defect or damage. For defective Goods, which ALSL has agreed in writing that the Customer is entitled to reject, ALSL's liability is limited to either (at ALSL's discretion) replacing the Goods or repairing the Goods.
- 2.2 Returns will only be accepted provided that:
 - (a) the Customer has complied with the provisions of clause 2.1; and
 - (b) ALSL has agreed in writing to accept the return of the Goods; and
 - (c) the Goods are returned at the Customer's cost within ten (10) days of the date of Delivery; and
 - (d) ALSL will not be liable for Goods which have not been stored or used in a proper manner; and
 - (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 2.3 ALSL may, in its absolute discretion, accept non-defective Goods for return, in which case ALSL may require the Customer to pay handling fees of up to fifteen percent (15%) of the value of the returned Goods, plus any freight costs.
- 2.4 For Goods not manufactured by ALSL, the warranty shall be the current warranty provided by the manufacturer of the Goods. ALSL shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.