



+61 415 609 299

Sales@eastpacificflow.com.au

Terms of Trade – East Pacific Flow

1. Definitions and Interpretation

1.1 Definitions

- **Additional Charges:** Any extra fees incurred due to additional work requested by the Customer, errors or omissions by the Customer, or costs incurred because of the Customer's conduct, calculated at our current rates.
- **Business Day:** Any day except Saturday, Sunday, or public holidays in the location where the Goods or Services are supplied.
- **Customer:** The individual, company, or organisation listed on a Quote or Order, including authorised representatives or assignees.
- **Goods:** Products supplied by East Pacific Flow, including but not limited to rubber, plastic, or ceramic items.
- **Intellectual Property Rights:** All copyrights, patents, trademarks, designs, and other legally recognised rights associated with intellectual property.
- **Loss:** Any costs, expenses, damages, or claims, including legal fees, loss of profit, or damage to property.
- **Order:** A Customer's purchase request referencing a Quote and accepted by East Pacific Flow.
- **Quote:** A written statement of products, prices, and estimated delivery timelines provided to the Customer.
- **Seller:** East Pacific Flow, its employees, agents, and authorised representatives.

1.2 Interpretation

- Headings are for reference only and do not affect interpretation.
- References to writing include emails and electronic communications.
- Singular words include the plural and vice versa.
- If a deadline falls on a non-Business Day, it will be moved to the next Business Day (or preceding day for payments due).
- References to legislation include any amendments or replacements.



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2. General

- These Terms of Trade apply to all transactions between the Customer and East Pacific Flow, including Quotes, Orders, and variations.
 - Any modifications to these terms must be in writing and signed by both parties.
 - The Seller may revise Quotes if costs or circumstances change, with written notice to the Customer.
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3. Services Disclaimer

- East Pacific Flow may provide guidance on product selection or usage, but this is for general informational purposes only and should not be relied upon as professional advice.
 - Customers are responsible for obtaining their own specialised advice if required.
 - To the maximum extent permitted by law, East Pacific Flow accepts no liability for losses or damages arising from reliance on provided advice or Services.
 - Services are not intended for personal, domestic, or household use.
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4. Quotes

- Quotes are valid for 30 days unless otherwise stated.
 - Delivery or installation costs are not included unless specified.
 - Quotes are based on available information and assume timely cooperation from the Customer.
 - East Pacific Flow may revise Quotes due to cost changes or additional requirements, with written notice.
 - All amounts are in Australian dollars and do not include GST unless specified.
 - Estimated delivery times are indicative only.
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5. Orders

- Orders must be submitted in writing and reference the relevant Quote.
 - Placement of an Order constitutes acceptance of these Terms of Trade.
 - East Pacific Flow may refuse or cancel Orders if:
 - Products are unavailable
 - The Customer's creditworthiness is insufficient
 - Credit limits are exceeded
 - Payment for prior Orders is overdue
 - Cancellation of an Order may result in Additional Charges to cover losses.
 - Signatories may be personally liable and may be required to provide guarantees.
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6. Variations

- Any requested changes to an Order must be agreed in writing.
 - Variations may incur Additional Charges based on extra work or costs.
 - Delivery timelines are extended proportionally for any variations.
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7. Invoicing and Payment

- Invoices may be issued:
 - Before commencement of work
 - Weekly during Order fulfillment
 - Upon completion
 - Payment is due within 30 days of invoice unless otherwise agreed.
 - Late payments may incur interest and collection costs.
 - Payments may be applied to any outstanding amounts at East Pacific Flow's discretion.
 - The Customer cannot withhold payment for disputes or alleged defects without written agreement.
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8. Credit Terms

- Credit is granted at East Pacific Flow's discretion.
 - Credit approval requires completion of a Trade Credit Application Form.
 - Outstanding amounts become due immediately if the Customer defaults or becomes insolvent.
 - Late payments may incur interest (5% above the RBA Cash Rate) and administrative fees.
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9. Additional Charges

- Additional Charges may apply for:
 - Incomplete or incorrect Customer information
 - Order cancellations
 - Storage of uncollected Goods
 - Extra work requested by the Customer
 - Taxes, courier, or handling fees not included in the Quote
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10. Acceptance of Goods

- If the Customer does not notify East Pacific Flow of faults within 5 Business Days of delivery, the Goods are deemed accepted.
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11. Title and Risk

- Risk passes to the Customer upon delivery.
- Ownership of Goods remains with East Pacific Flow until full payment is received.
- Unpaid Goods may be repossessed by East Pacific Flow.



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- The Customer may sell Goods in the ordinary course of business, holding proceeds in trust until payment is complete.
 - Ownership of Goods incorporated into new products passes to East Pacific Flow until payment is received.
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12. Intellectual Property

- Customers warrant they own or have rights to all IP provided for Orders.
 - East Pacific Flow retains IP rights over work created unless agreed otherwise in writing.
 - Paid Customers are granted a licence to use the work for the purpose intended.
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13. Agency and Assignment

- East Pacific Flow may appoint agents to perform obligations.
 - The Seller may assign rights and obligations to third parties.
 - The Customer may not assign obligations without written consent.
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14. Customer Default

- Defaults include late payments, insolvency, unauthorised assignment, or business cessation.
 - In default, East Pacific Flow may:
 - Suspend or terminate Orders
 - Repossess Goods
 - Retain payments
 - Demand immediate payment of outstanding amounts
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15. Termination

- Either party may terminate with 14 days written notice in addition to rights under these Terms.
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16. Liability

- Use of Goods is at the Customer's risk.
 - East Pacific Flow's liability is limited to repair, replacement, or re-supply of defective Goods, subject to Australian Consumer Law.
 - No liability for indirect or consequential losses, including loss of profits.
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17. Indemnity

- The Customer indemnifies East Pacific Flow against claims, damages, or costs arising from Orders, Goods, or Services.
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18. Force Majeure

- East Pacific Flow is not liable for delays or failures caused by events beyond its control, including natural disasters, strikes, or government restrictions.
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19. Dispute Resolution

- Disputes should first be referred to senior management for resolution within 14 Business Days.
 - If unresolved, parties agree to attempt mediation with the Australian Commercial Disputes Centre (ACDC) before litigation.
 - Obligations under these Terms continue during dispute resolution.
 - All dispute-related information must remain confidential.
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20. Miscellaneous

- Governed by the laws of the state where East Pacific Flow is registered.
- Represents the full agreement between the parties.
- No reliance on prior statements or warranties outside of this document.
- Partial invalidity of any clause does not affect remaining clauses.
- Notices must be in writing via email or post.
- Delay or failure to enforce any right does not waive it.