

RMS Natural Stone & Ceramics Pty Ltd – Terms & Conditions of Trade

1.	Definitions	by RMS are approximate only and no responsibility is taken for their accuracy.	14.	Cancellation
1.1	"RMS" means RMS Natural Stone & Ceramics Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of RMS Natural Stone & Ceramics Pty Ltd.	If the Client orders an insufficient number of tiles, then RMS will take no responsibility for any variation of colour in further batches supplied to the Client.	14.1	RMS 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 RMS shall repay to the Client any money paid by the Client for the Goods. RMS shall not be liable for any loss or damage whatsoever arising from such cancellation.
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.	RMS will accept no responsibility for tiles that have been fabricated by adhesives must not be used.	14.2	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 RMS as a direct result of the cancellation (including, but not limited to, any loss of profits).
1.3	"Goods" means all Goods or Services supplied by RMS 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).	RMS offers no guarantee against crazing, cracking, chipping or scratching.	14.3	Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted or production has commenced, or an order has been placed.
1.4	"Price" means the Price payable for the Goods as agreed between RMS and the Client in accordance with clause 4 below.	Marble and Granite being porous products, therefore, all products supplied should be sealed for protection. However, oil and other acidic substances are prone to causing discolouration and staining if left on surfaces for some time. The Client agrees to indemnify RMS against any damage occurring after delivery and installation	14.4	Privacy Act 1988
2.	Acceptance	Installation Of Light And Green Coloured Marble	15.	The Client agrees for RMS to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by RMS.
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.	Green marble includes a certain degree of copper which undergoes a chemical reaction when exposed to a strong alkaline solution (such as cement and water). Failure of such adhesives must not be used when fixing light coloured or green marble as this would cause burning or blistering to the surface of the polished marble tile. RMS accepts no responsibility where any product that is not a pure epoxy adhesive or latexcrete has been used for the fixing of the Goods or in the case of grouting, where other than a pure epoxy grout has been used.	15.1	The Client agrees that RMS may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
2.2	These terms and conditions may only be amended with RMS' consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and RMS.	Acid or acidic based cleaners must not be applied to any marble or granite or natural stone product.	15.2	(a) to assess an application by the Client; and/or
3.	Change in Control	Title	15.3	(b) to notify other credit providers of a default by the Client; and/or
3.1	The Client shall give RMS 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 number/s, or business practice). The Client shall be liable for any loss incurred by RMS as a result of the Client's failure to comply with this clause.	RMS and the Client agree that ownership of the Goods shall not pass until:	15.4	(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
4.	Price and Payment	(a) the Client has paid RMS all amounts owing to RMS; and	15.5	(d) to assess the creditworthiness of the Client.
4.1	At RMS' sole discretion the Price shall be either:	(b) the Client has met all its other obligations to RMS.	15.6	The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity and that credit providers are allowed to exchange under the Privacy Act 1988.
4.2	(a) as indicated on any invoice provided by RMS to the Client; or	Receipt by RMS 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.	15.7	The Client consents to RMS being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
4.3	(b) RMS' 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.	It is further agreed that:	15.8	The Client agrees that personal credit information provided may be used and retained by RMS for the following purposes (and for other purposes as shall be agreed between the Client and RMS or required by law from time to time):
4.4	RMS reserves the right to change the Price if a variation to RMS' quotation is requested.	(a) until ownership of the Goods passes to the Client in accordance with clause 8.1 that the Client is only a bailee of the Goods and must return the Goods to RMS on request.	15.9	(a) the provision of Goods; and/or
4.5	At RMS' sole discretion a deposit may be required.	(b) the Client holds the benefit of the Client's insurance of the Goods on trust for RMS and must pay to RMS the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.	16.	(b) the marketing of Goods by RMS, its agents or distributors; and/or
4.6	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by RMS, which may be:	(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for RMS and must pay or deliver the proceeds to RMS on demand.	16.1	(c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
4.7	(a) on delivery of the Goods;	(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 RMS and must sell, dispose of or return the resulting product to RMS as it so directs.	16.2	(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
4.8	(b) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;	(e) the Client irrevocably authorises RMS to enter any premises where RMS believes the Goods are kept and recover possession of the Goods.	16.3	(e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
4.9	(c) the date specified on any invoice or other form as being the date for payment; or	(f) RMS may recover possession of any Goods in transit whether or not delivery has occurred.	16.4	RMS may give information about the Client to a credit reporting agency for the following purposes:
4.10	(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by RMS.	(g) the Client shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of RMS.	16.5	(a) to obtain a consumer credit report about the Client;
4.11	Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (Amex incurs a surcharge of three percent (3%) of the Price), or by any other method as agreed to between the Client and RMS.	(h) RMS may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.	16.6	(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
4.12	Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	Personal Property Securities Act 2009 ("PPSA")	16.7	The information given to the credit reporting agency may include:
4.13	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.	16.8	(a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
4.14	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	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 by RMS to the Client.	16.9	(b) details concerning the Client's application for credit or commercial credit and the amount requested;
4.15	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	The Client undertakes to:	17.	(c) advice that RMS is a current credit provider to the Client;
4.16	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(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 RMS may reasonably require to:	17.1	(d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
4.17	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;	17.2	(e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been made;
4.18	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(ii) register any other document required to be registered by the PPSA; or	17.3	(f) information that, in the opinion of RMS, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
4.19	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);	17.4	(g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
4.20	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(b) indemnify, and upon demand reimburse, RMS for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;	17.5	(h) that credit provided to the Client by RMS has been paid or otherwise discharged.
4.21	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(c) not register a financing change statement in respect of a security interest without the prior written consent of RMS;	17.6	General
4.22	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of RMS;	17.7	16.1 The failure by RMS to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision nor shall it affect RMS' 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.
4.23	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(e) immediately advise RMS 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.	17.8	16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which RMS has its principal place of business, and are subject to the jurisdiction of the courts in that state.
4.24	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	RMS and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	17.9	16.3 Subject to clause 11 RMS shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by RMS of these terms and conditions (alternatively RMS' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
4.25	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	17.10	16.4 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 RMS nor to withhold payment of any invoice because part of that invoice is in dispute.
4.26	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	17.11	16.5 RMS may license or sub-contract all or any part of its rights and obligations without the Client's consent.
4.27	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	Unless otherwise agreed to in writing by RMS, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.	17.12	16.6 The Client agrees that RMS may amend these terms and conditions at any time. If RMS makes a change to these terms and conditions, then that change will take effect from the date on which RMS notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for RMS to provide Goods to the Client.
4.28	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	The Client must unconditionally ratify any actions taken by RMS under clauses 9.3 to 9.5.	17.13	16.7 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.
4.29	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	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.	17.14	16.8 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.
4.30	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	Security and Charge	17.15	
4.31	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	In consideration of RMS agreeing to supply the Goods, the Client charges all of its rights, title and	17.16	
4.32	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	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).	17.17	
4.33	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	The Client indemnifies RMS from and against all RMS' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising RMS' rights under this clause.	17.18	
4.34	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	The Client irrevocably appoints RMS and each director of RMS as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.	17.19	
4.35	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	11. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)	17.20	
4.36	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	The Client must inspect the Goods on delivery and must within five (5) days of delivery notify RMS in writing of any evident defect/damage, shortage in quantity, failure of any part, or conditions of quality or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow RMS to inspect the Goods.	17.21	
4.37	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).	17.22	
4.38	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	RMS acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	17.23	
4.39	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, RMS makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. RMS' liability in respect of these warranties is limited to the fullest extent permitted by law.	17.24	
4.40	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	If the Client is a consumer within the meaning of the CCA, RMS' liability is limited to the extent permitted by section 64A of Schedule 2.	17.25	
4.41	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	If RMS is required to replace the Goods under this clause or the CCA, but is unable to do so, RMS may refund any money the Client has paid for the Goods.	17.26	
4.42	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	If the Client is not a consumer within the meaning of the CCA, RMS' liability for any defect or damage in the Goods is:	17.27	
4.43	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(a) limited to the value of any express warranty or warranty card provided to the Client by RMS at RMS' sole discretion;	17.28	
4.44	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(b) limited to any warranty to which RMS is entitled, if RMS did not manufacture the Goods;	17.29	
4.45	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(c) otherwise negotiated absolutely.	17.30	
4.46	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	Subject to this clause 11, returns will only be accepted provided that:	17.31	
4.47	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(a) the Client has complied with the provisions of clause 11.1; and	17.32	
4.48	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(b) RMS has agreed that the Goods are defective; and	17.33	
4.49	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and	17.34	
4.50	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.	17.35	
4.51	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, RMS shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:	17.36	
4.52	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this or any other agreement. 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.	(a) the Client failing to properly maintain or store any Goods;	17.37	
4.53	The Client must pay to RMS an amount equal to any GST RMS must pay for any supply of Goods by RMS under this			