

Whites Rural & Stockade Trade Up Offer Promotion Terms & Conditions

Promoter

Whites Group Pty Ltd
2B/201 Power Street, Glendenning NSW 2761, Australia
Phone: 1300 559 732
Website: www.whitesgroup.com.au

Promotion Period

The promotion commences on 21 September and closes on 27 November at 4:59pm AEST ("Promotion Period"), unless withdrawn earlier or extended by Whites Group Pty Ltd.

Offer Details

During the Promotion Period, eligible customers who trade in an eligible stapling gun (i.e. any fencing stapling gun approved by Whites Group for trade-in under this promotion. Whites Group reserves the right to determine eligibility of any trade-in product in its absolute discretion) and purchase a Stockade ST315i EVO stapling gun from a participating retailer will receive:

- \$250 off the retail purchase price of the ST315i EVO; and
- One (1) free box of newly released 40 x 3.15mm staples.

The promotional offer, including the ST315i EVO and complimentary staples, is available while stocks last and cannot be transferred, exchanged or redeemed for cash.

Participating Retailers

The promotion is available through participating Whites Rural retail partners only. Not all Whites Rural retailers participate in this promotion.

A list of participating retailers can be found at [Stapler Trade Up | Whites Rural](#) or by contacting Whites Group Customer Service on 1300 559 732.

How to Redeem

To claim the offer, customers must during the Promotion Period:

1. Complete the redemption form in full.
2. Trade in an eligible stapling gun at a participating retailer.
3. Purchase a Stockade ST315i EVO stapling gun.

Incomplete, illegible, fraudulent or otherwise invalid redemption claims may be rejected at the Promoter's discretion.

Trade-In Conditions

To qualify for the offer:

- Customers must surrender one (1) eligible stapling gun in either working or non-working condition, as determined by the Promoter.
- Trade-in products become the property of Whites Group Pty Ltd and will not be returned.
- Only one (1) trade-in product may be redeemed per purchase unless otherwise specified by the Promoter.
- Whites Group reserves the right to reject any trade-in item that does not meet the promotion requirements.

Fulfilment

Eligible customers will receive the promotional discount and free box of 40 x 3.15mm staples at the time of purchase, subject to stock availability.

Whites Group accepts no responsibility for retailer stock availability or delays outside its reasonable control.

Whites Group reserves the right to substitute the promotional item with a product of equal or greater value if reasonably necessary.

Promotional Use

Whites Group may invite customers to participate in promotional activities, including photography, testimonials or case studies. Participation is voluntary.

Where consent is provided, any content supplied may be used by Whites Group for marketing and promotional purposes.

General Conditions

Whites Group reserves the right to verify redemption claims and supporting documentation and to disqualify any participant who:

- provides false or misleading information;
- submits an invalid claim;
- tampers with the promotion process; or
- fails to comply with these Terms and Conditions.

Whites Group reserves the right to cancel, suspend or modify the promotion where reasonably necessary, subject to applicable laws.

Privacy

Personal information collected in connection with this promotion will be used for the administration of the promotion and to contact participants where required, in accordance with Whites Group's Privacy Policy available at:

<https://www.whitesgroup.com.au>

Liability

To the maximum extent permitted by law, Whites Group Pty Ltd is not liable for any loss, damage or injury suffered in connection with participation in this promotion or redemption of the offer, except for any liability that cannot be excluded by law.

Social Media Disclaimer

This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook.

Amendments

Whites Group Pty Ltd reserves the right to amend these Terms and Conditions where reasonably necessary, subject to applicable laws.

Whites Group Terms of Purchase

These standard terms and conditions apply to all sale of products by Whites Group Pty Ltd ABN 25 001 845 478 ("Whites Group") to any customer ("the Customer").

Title to Products

- Until the purchase price of the products and all other sums due by the Customer to Whites Group upon any account whatsoever have been paid or satisfied in full:
- The products shall remain the property of Whites Group notwithstanding the delivery of the products and the passing of risk to the Customer;
- Whites Group may at any time recover the products if they are in the Customer's possession and re-sell the products if any payment owed by the Customer on any account is overdue;
- For the purpose of so recovering the products, Whites Group, its servants or agents may enter upon the Customer's or other premises upon which the products are located;
- The Customer shall possess all products on a fiduciary basis only and holds the products as bailee for Whites Group; and
- In the event that the Customer uses the products in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the products in trust for Whites Group. Such part will be an amount equal in dollar terms to the amount owing by the Customer to Whites Group at the time of the receipt of such proceeds. The Customer will pay Whites Group such funds held in trust upon demand by Whites Group.
- The Customer has the right to dispose of the products in the course of its business for the account of Whites Group and to pass good title to the products to its customer being a bona fide purchaser for value without notice of Whites Group's rights. If the products are on-sold prior to Whites Group being paid in full then the sale proceeds are to be held on trust by the Customer for Whites Group.
- The Customer acknowledges that these Standard Terms and Conditions constitute a Security Agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and that Whites Group is entitled to register its security interest in the products on the PPSA Register. The Customer waives its right to receive notice of any such registration.

Limitation of Liability

Whites Group liability in respect of a breach of a consumer guarantee or any warranty made under these Standard Terms and Conditions for any products not of a kind

ordinarily acquired for personal, domestic or household use is limited, to the extent permissible by law and at the option of the Whites Group in relation to the products:

1. replacing the products or the supply of equivalent products;
2. the repair of the products;
3. the payment of the cost of replacing the products or of acquiring equivalent products; or
4. the payment of the cost of having the products repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Standard Terms and Conditions are excluded and Whites Group is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

1. any increased costs or expenses;
2. any loss of profit, revenue, business, contracts or anticipated savings;
3. any loss or expense resulting from a claim by a third party; or
4. any special, indirect or consequential loss or damage of any nature whatsoever caused by Whites Group's failure to complete or delay in completing the order to deliver the goods.

Indemnity

The Customer will indemnify Whites Group and keep Whites Group indemnified from and against any liability and any loss or damage Whites Group may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Standard Terms and Conditions by the Customer or its representatives.

Delivery

The times quoted for delivery are estimates only and Whites Group accepts no liability for any delay in delivery of products ordered or any unavailability of products ordered.

Risk in the products will pass to the Customer on delivery.

Whites Group reserves the right to charge for delivery of products.

Payment

All credit orders are accepted by Whites Group subject to satisfactory credit approval of the Customer. Credit approval, once granted, may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all products is required on delivery. Where credit has been granted, payment for the products is to be made on or before 30 days from the end of the month of purchase. Payment must be made in full without set off or deduction. If the Customer is in default, Whites Group may at its option withhold further deliveries or cancel a contract without prejudice to

any of its existing rights. Credit card payments are accepted for VISA and MASTERCARD and incur a fee of 2%.

Return

Damaged or defective products or products which are not otherwise in accordance with the Customer's order may be returned by the Customer to Whites Group in their original condition and original packaging within 14 days of delivery. A return authority is required prior to return. Subject to the above, all products shall be deemed to have been accepted by the Customer as being in accordance with order.

All short supplied, damaged goods or incorrectly priced items need to be notified to sales@whitesgroup.com.au within 14 days of invoice

GST

All pricing excludes GST.

Order acceptance

These Standard Terms and Conditions apply to all supply of products between Whites Group and the Customer, including all quotations, offers, acknowledgements, orders or sales relating to the products supplied by Whites Group to the Customer.. No order shall be binding on Whites Group until accepted by Whites Group. An individual contract for the supply of products on these Standard Terms and Conditions is formed on acceptance by Whites Group of an order from the Customer. Whites Group reserves the right to accept any order in whole or in part. Where Whites Group makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled after it has been accepted by Whites Group.

Inconsistencies

Any orders placed with Whites Group are on the basis of these Standard Terms and Conditions unless otherwise expressly agreed in writing by Whites Group. These Standard Terms and Conditions (which will only be waived or varied in writing signed by Whites Group) will prevail over all conditions and terms of the transaction to the extent of any inconsistency. Acceptance of Whites Group products constitutes acceptance of these Standard Terms and Conditions.

Changes

Whites Group may add to or change these Standard Terms and Conditions provided the updated terms and conditions are available to be viewed on line at www.whitesgroup.com.au. The Customer will be bound by and agrees to accept any such updated terms and conditions.

Waiver

No waiver of any of these Standard Terms and Conditions or failure to exercise a right or remedy by Whites Group will be considered to imply or constitute a further waiver by Whites Group of the same or any other term, condition, right or remedy.

Jurisdiction

The law of the State of New South Wales shall apply to these Standard Terms and Conditions and all sales by Whites Group. The Customer and Whites Group submit to the jurisdiction of the courts of New South Wales.