

Hepworth Industrial Wear Pty Ltd (Hepworths, we, us or our) is an Australian importer, distributor and manufacturer of industrial wear, personal protective equipment, safety products and related goods.

These Conditions of Sale explain the terms on which we supply goods and associated services to our customers. Our website is www.hepworths.com.au.

1. Application of these conditions

These conditions apply to orders placed through our website, by email, by telephone, through a sales representative or by another agreed method, where they have been provided or brought to your attention before the order is accepted.

By placing an order after receiving these conditions or being given an opportunity to review them, you agree to them. If ordering for a business or organisation, you confirm that you are authorised to act on its behalf.

If we have a separate written supply agreement with you, its expressly agreed terms prevail over these conditions to the extent of any inconsistency. Approved credit account terms prevail for matters specifically relating to credit and payment. Order-specific terms expressly agreed by both parties prevail for that order. Otherwise, these conditions apply. Any inconsistency should be resolved with us before the order is accepted.

Terms printed on your purchase order do not amend these conditions unless we expressly agree to the amendment in writing.

Nothing in these conditions excludes, restricts or modifies any right, guarantee, remedy or liability under the Australian Consumer Law or another law that cannot lawfully be excluded, restricted or modified. This protection applies throughout these conditions, including to business customers where applicable.

2. Customer accounts

Access to account pricing or website ordering facilities may require an approved customer account. You must provide accurate business, billing, delivery and contact information and advise us promptly of changes.

You must take reasonable steps to protect your login details and notify us promptly of suspected unauthorised use. We may temporarily restrict access where reasonably necessary to investigate suspected fraud or protect account security. We will notify you where reasonably practicable and restore access when the issue is resolved.

3. Quotations, orders and acceptance

Quotations are valid for the period stated in the quotation. If no period is stated, please confirm the price and availability with us before ordering.

An order is an offer to purchase. An automated acknowledgement confirms receipt only. We accept an order when we expressly confirm acceptance in writing or dispatch the goods, whichever occurs first. For customised or made-to-order goods, written confirmation that production will proceed also constitutes acceptance.

Before acceptance, we may decline an order for a reasonable reason, including unavailable stock, inability to verify payment or authority, an unresolved pricing error, or an inability to deliver to the requested location. We will notify you and promptly refund any payment for goods we do not except for supply.

If we identify an error in an order's price or description before acceptance, we will explain the correction and seek your agreement before proceeding. If you do not agree, the affected goods will be cancelled and any payment for them refunded. After acceptance, changes require agreement unless these conditions or applicable law expressly permit otherwise.

Please check product codes, sizes, colours, quantities, specifications and delivery details before submitting your order. Contact us promptly if a correction is needed.

4. Prices, GST and additional charges

Prices are in Australian dollars. Quotations and price lists will identify whether prices include or exclude GST. Where GST is excluded, it will be added at the applicable rate and shown on the invoice. The total payable, including applicable GST and agreed charges, will be disclosed before your order is accepted.

Freight, small order charges, transport and supply chain surcharges, embroidery, printing and other additional services will apply only where disclosed before acceptance or subsequently agreed by you. Any applicable surcharge rate, calculation basis and cap will be identified in the quotation, order details or charging schedule provided before acceptance.

Revised prices and charging schedules apply to future orders after notification. They do not change the agreed price of an accepted order without your agreement. Any expressly agreed price hold or notice period will be honoured.

5. Payment and credit accounts

Unless you have an approved credit account or we agree otherwise in writing, payment is required in cleared funds before dispatch or collection. Payment methods will be advised when ordering or invoicing.

Approved credit customers must pay by the due date established under their agreed account terms. Please advise us promptly of any invoice dispute, with enough information to investigate it. Undisputed amounts remain payable by their due date.

If an undisputed amount remains overdue, we may, after written notice and a reasonable opportunity to resolve the issue, suspend further credit or dispatch while that amount remains unpaid. We will act reasonably and explain the effect on outstanding orders. Interest or debt recovery charges apply only where lawfully payable under separately agreed credit terms or a court order.

Changes to credit limits or payment arrangements will be notified in writing and will not retrospectively alter amounts or due dates already agreed. Any personal guarantee must be separately documented and expressly accepted by the guarantor.

6. Stock availability and backorders

Stock availability may change between enquiry and order acceptance. We will advise you as soon as reasonably practicable if goods cannot be supplied within the agreed or estimated timeframe.

We may propose a backorder, an alternative product or a revised delivery date. We will obtain your agreement before supplying a substitute product or incurring additional freight for a split delivery that was not previously agreed.

If we cannot supply accepted goods within an agreed essential deadline, or otherwise within a reasonable time, you may cancel the affected undelivered goods and receive a refund of amounts paid for them. This does not limit other rights available under law.

7. Delivery, freight and collection

Delivery availability, freight charges, any freight-free threshold and applicable delivery zones will be confirmed before acceptance. Unless expressly agreed otherwise, an order value does not by itself guarantee free freight. Specific customer supply agreements continue to apply.

Delivery dates are estimates unless we expressly agree that a date is essential. We will take reasonable steps to meet agreed delivery arrangements and notify you of material delays.

You must provide an accurate delivery address, contact details and information about access restrictions, receiving hours and unloading requirements. Please tell us before ordering if special delivery arrangements are needed.

Where an unsuccessful delivery is caused by incorrect information you provided or your failure to meet agreed receiving arrangements, we may recover reasonable additional delivery or storage costs actually incurred. We will explain those costs and agree on the next delivery arrangements with you. You will not be charged for a failed delivery caused by us or our carrier.

We may use our own vehicles or third-party carriers. Delivery occurs when the goods are handed to you or your authorised recipient at the agreed address. If you expressly authorise unattended delivery, delivery occurs when the goods are left in the agreed location in accordance with your instructions. We remain responsible for our failure, or our carrier's failure, to follow those instructions.

For collection orders, collection times must be arranged with us. Risk of accidental loss or damage passes to you on delivery or collection. This does not remove responsibility for defects, damage occurring before delivery, or a breach of our obligations. We do not allow delivery to a Po Box

8. Ownership of goods

Ownership of goods remains with Hepworths until we receive full payment for those goods. Risk and ownership may therefore pass at different times.

Until ownership passes, you must take reasonable care of the goods and, so far as practicable, keep them identifiable as goods supplied by Hepworths. You may use or resell them in the ordinary course of your business, subject to any separately agreed restrictions.

Any security registration, rights relating to resale proceeds, or recovery arrangements under the Personal Property Securities Act 2009 (Cth) will be addressed in separately agreed credit or security terms where required. This clause does not authorise entry to premises or repossession contrary to law.

9. Product information and suitability

We take reasonable care to ensure product descriptions, images, sizing information and specifications are accurate. Images are illustrative and screen colours may differ from actual goods. Minor appearance variations must not materially change the goods' description, agreed performance or compliance.

Certification, food contact suitability, protective ratings and compliance statements apply only to the particular products and uses identified in the relevant documentation. A certification applying to one product does not automatically apply to our whole range.

Please tell us before ordering if goods are required for a specific hazard, process, temperature, chemical exposure or compliance requirement. We will advise whether we can confirm suitability or whether further technical advice or testing is needed.

Customers should assess workplace risks, select appropriate sizes and protection levels, and follow relevant instructions for fitting, use, cleaning, storage, inspection and replacement. These responsibilities do not exclude any guarantee of fitness for a disclosed purpose or responsibility for advice we provide under applicable law.

Do not use goods you reasonably suspect are unsafe or defective. Contact us promptly and retain relevant product and batch details.

10. Customised goods and order cancellations

Orders involving embroidery, printing, special manufacture, non-stock procurement or other customisation may require written approval of specifications, artwork, quantities and any deposit before work begins.

Contact us promptly if you wish to change or cancel an accepted order. We will take reasonable steps to accommodate your request and minimise costs. Any cancellation charge must reflect reasonable, unavoidable costs actually incurred or committed for your order, after allowing for savings, recoveries and reasonable resale opportunities. We will provide an explanation of the amount.

Unless agreed otherwise before ordering, correctly supplied customised, made-to-order or specially procured non-stock goods are excluded from voluntary change-of-mind returns. This exclusion does not affect rights relating to defective, incorrectly supplied or otherwise non-compliant goods.

If we cancel accepted goods because we cannot supply them, we will promptly refund the amounts paid for the cancelled goods and associated charges for services or delivery not provided. Any other legal rights remain available.

11. Change-of-mind returns

For standard stocked goods, you may request a change-of-mind return within 30 days of receipt. Contact us with your business name, invoice or order number and product details to obtain a return authorisation and instructions before sending goods back. We will not unreasonably withhold authorisation for goods meeting this policy.

Goods must be unused, unwashed, undamaged and in a saleable condition, with original packaging and labels intact.

Opened hygiene-sensitive goods and disposable products with broken protective seals are excluded from change-of-mind returns where they cannot reasonably be resold safely. Customised and special-order exclusions in section 11 also apply.

You are responsible for arranging and paying return freight for change-of-mind returns. After inspection confirms the goods meet this policy, we will issue an account credit for their purchase price. Original delivery charges for delivery already provided are not credited under this voluntary policy. No restocking fee applies unless expressly disclosed and agreed before the original order was accepted.

These requirements apply only to change-of-mind returns. They do not limit remedies for faulty goods, incorrect supply or other rights under law.

12. Damaged goods, shortages and incorrect supply

Please inspect deliveries as soon as reasonably practicable. If goods arrive damaged, are missing or do not match the order, notify us promptly, preferably within two business days, with the order or invoice number and photographs where available. Keep relevant packaging and batch information where practicable so we can investigate.

The requested reporting period assists investigation and freight claims. It is not a deadline that automatically removes your legal rights, including for defects that become apparent later. Photographs or original packaging are not an absolute condition of a valid statutory claim.

We will investigate and arrange an appropriate remedy. If the issue is our responsibility, we will cover reasonable return or replacement delivery costs. Please seek our instructions before returning goods so suitable transport can be arranged.

13. Consumer guarantees and faulty goods

Where applicable, goods and services come with guarantees under the Australian Consumer Law that cannot be excluded. A business purchaser may also have these rights, depending on the purchase and applicable law.

For a major failure with goods covered by consumer guarantees, you may reject the goods and choose a refund or replacement or keep them and claim compensation for their reduction in value, subject to applicable law. For a minor failure, we may provide a repair or another lawful remedy within a reasonable time. If the issue is not remedied within a reasonable time, further rights may arise. Compensation for reasonably foreseeable loss or damage may also be available. Contact Hepworths directly for assistance. We may assess the goods or consult the manufacturer, but you do not have to pursue the manufacturer instead of us. Reasonable proof of purchase may be requested. Original packaging is not required for a consumer guarantee claim.

Where we confirm a covered fault, we will reimburse reasonable return costs. Where goods cannot reasonably be returned without significant cost, we will arrange collection as required by law.

Damage caused by misuse, ordinary wear, inappropriate storage or failure to follow reasonable instructions does not itself establish a product defect. We will assess the cause fairly and will not use these exclusions to deny a valid claim. Statutory rights are not limited to our 30-day change-of-mind period or a manufacturer's warranty period.

14. Manufacturer warranties

Some products have an additional manufacturer's warranty. Its terms and duration will be provided with the product or made available on request. These warranties operate in addition to applicable statutory rights.

You may contact us for assistance with a warranty claim. Any manufacturer's decision does not determine or remove rights you may have against Hepworths under law.

15. Responsibility and liability

Each party remains responsible for its own breach of contract, negligence and other wrongful conduct, subject to applicable law. Each party must take reasonable steps to avoid or minimise loss resulting from a problem.

Neither party is responsible for loss to the extent it was caused by the other party's negligence, misuse or breach of these conditions. This does not exclude responsibility for a concurrent act or omission of the first party.

Nothing in these conditions imposes a general obligation on customers to indemnify Hepworths for our own conduct or limits non-excludable rights to the purchase price. Any additional limitation of liability for a particular commercial supply must be expressly agreed in a separate written agreement and comply with applicable law.

16. Events outside reasonable control

If an event outside a party's reasonable control prevents or materially delays performance, that party must notify the other as soon as reasonably practicable, explain the likely effect and take reasonable steps to reduce the disruption. Examples may include natural disasters, war, government restrictions and major transport disruptions that could not reasonably be avoided.

Affected obligations are suspended only to the extent and for the period reasonably necessary. Payment for goods already delivered remains due.

If the disruption continues for more than 30 days, or defeats an expressly agreed essential delivery date, either party may cancel the affected undelivered portion by written notice. Amounts paid for goods or services not supplied will be refunded. This clause does not exclude applicable statutory remedies.

17. Website use and intellectual property

Our website provides product information and account facilities. We take reasonable steps to keep it accurate and available but cannot guarantee uninterrupted access. Please contact us to confirm information critical to an order or safety decision.

Website content, photographs, designs, logos and other material are owned by Hepworths or used with permission. You may view and download product information for legitimate purchasing, workplace safety and internal business purposes. Other reproduction, redistribution or commercial exploitation requires permission from the relevant rights holder.

You must not attempt unauthorised access, interfere with website security, introduce malicious software or misuse another customer's account. Third-party links are provided for convenience; those websites have their own terms and privacy practices.

18. Privacy and payment information

We handle personal information in accordance with our Privacy Policy, available on our website. It explains our information handling practices and how to contact us with privacy enquiries.

Where customers provide card details for an authorised payment, those details are used for payment processing and are not retained on our website. Please contact us to arrange an appropriate payment method rather than sending complete card details through general email. Payment providers may handle information under their own terms and privacy policies.

19. Changes to these conditions

We may update these conditions for future orders. The current version and its update date will be published on our website. We will provide reasonable advance notice of material changes to ongoing trading arrangements, subject to any longer expressly agreed notice period.

An update does not retrospectively change an accepted order. Changes to an existing order or separate supply agreement require agreement unless otherwise lawfully provided in that agreement.

20. Questions, complaints and disputes

Please contact us promptly with any concern about an order, invoice, product or these conditions. We will investigate and work with you in good faith to resolve it.

If a dispute remains unresolved, either party may propose mediation or seek assistance from an appropriate authority. This does not prevent either party from seeking urgent relief or exercising legal rights.

These conditions are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and applicable appeal courts, without limiting rights to use another court or tribunal available under mandatory law.

If a provision is found unenforceable, it is severed to the extent necessary, and the remaining provisions continue to operate.

Contact us

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