

# WEARMASTER AGRICULTURE PRODUCTS

A registered trade mark of Hard Metals Australia



# CONTENTS

contents.....	1
Wearmaster Overview.....	2
Stock Code System.....	3
Weld On Blocks.....	4
Chisel Points .....	6
Wearmaster Agricultural Products.....	7
Direct Drill & Minimum Till.....	8
Knife Points .....	10
Knife Blades Weld On.....	11
Row Crop & Deep Tillage .....	12
Row Crop & Furrowing Points .....	14
Wing & Wear Strip .....	14
Row Crop & Deep Tillage .....	15
Gas Knives .....	15
Scarifiers, Sweeps & Points .....	16
Universal Scarifiers.....	17
Chisel Plow Sweep .....	18
Flexifit Agricultural Products.....	19
Flexi-Fit Knife Points.....	20
Flexi-Fit Points.....	21
Wearmaster Adaptors .....	23
Fastners .....	24
Terms & Conditions Of Trade.....	25

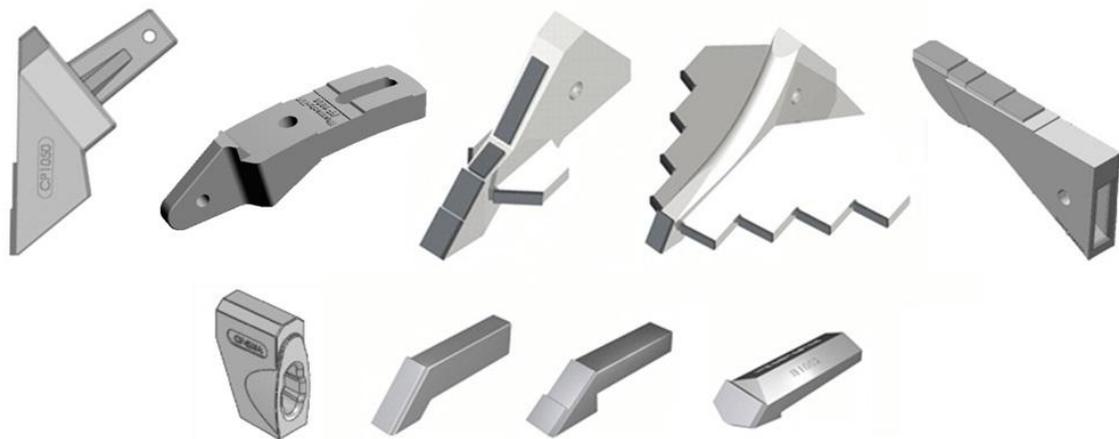
## WEARMASTER OVERVIEW

Wearmaster does exactly what it says. It masters abrasive soil conditions to enable effective and economic planting of productive crops.

Wearmaster is a registered trademark of Hard Metals Australia who have been manufacturing Tungsten Tillage Tools for nearly 25 years.

Wearmaster offers an economic solution to all existing OEM points and sweeps in the market such as Keech, Janke, Flexicoil, Gessner etc and can be applied to weld on blocks, adaptors, mud scrapers and all areas where excessive wear occurs.

Wearmaster has its own range of Tillage points known as Flexi Fit. A unique system that allows you to change from various points to sweeps without having to unbolt or swap adaptors.



## STOCK CODE SYSTEM

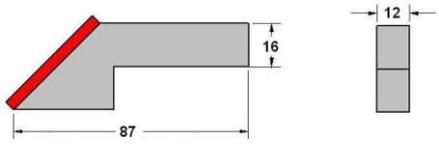
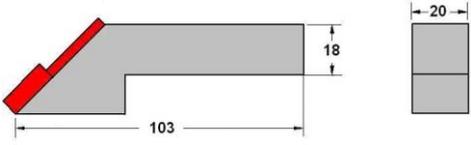
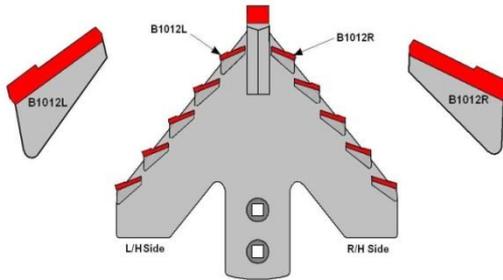
ITEM CLASS	DESCRIPTION
1	Standard Stock Item / Min Stock is required to be kept on hand
3	Irregular stock item / Minimum order quantity may be required
6	New Stock Item / Stock code undefined
8	Non stock Item / Minimum quantity required

## WELD ON BLOCKS

Weld-On blocks can be fitted to standard pressed or forged steel points to enhance and pro-long useful life and help penetration in difficult conditions.

Item Number	Item Class	Description	Drawing
<b>B1002</b>	1	Nose Protect For Scarifier And Sweeps AB 38*100TT (S38) 8" → 6"	
<b>B1004</b>	1	Nose Protect For Scarifier And Sweep AB 19*75TT 3" → 8"	
<b>B1006</b>	1	Knife Point Tungsten Carbide Block, 12mm wide	
<b>B1014</b>	3	Knife Point T.C Block, 16mm Wide	
<b>B1022</b>	1	T.C. Nose Block, 12mm Wide	

## WELD ON BLOCKS

Item Number	Item Class	Description	Drawing
<b>B1026</b>	1	Deep Nose T.C Block, 12mm Wide	
<b>B1028</b>	1	Heavy Duty Nose Block, 20mm Wide	
<b>B1032</b>	8	Large T.C Knife Block, 19mm Wide	
<b>B1034</b>	1	AB14 dia x 32 Weld On Wing Block	
<b>B1012L</b>	1	Weld On Wing Block Left Hand TT, Suit All Size Points And Sweeps	
<b>B1012R</b>	1	Weld On Wing Block Right Hand TT, Suit All Size Points And Sweeps	

## CHISEL POINTS

Item Number	Item Class	Description	Drawing
CP1002	3	31M Reversible Chisel. Full Prot Suit J. Deere Morris, Gason, and all North American Machines	
CP1004	3	31SH Reversible Chisel Point Fully Protected Suits Shearer Trash Worker 9/16" Bolt At 3" Bolt Space	
CP1070	8	No 64A Reversible Chisel With B1004 Nose Block	
CP1072	8	16502 2 1/2 " - 12mm Thick HB Stubble master Chisel TT	



## ***WEARMASTER AGRICULTURAL PRODUCTS***



## DIRECT DRILL & MINIMUM TILL

Item Number	Item Class	Description	Drawing
CP1048	1	No.18 Direct Drill Fits Keech Adapter, 75mm Nose Protection, 20mm Wide	
CP1048-XXP	3	CP1048 Full Front, Side & Bottom Protection, Suits Keech Adapter	
CP1050	1	Deep Narrow Knife Point (DDP12L Type) Suit Keech Adapter, 90mm Nose Protection, 12mm Wide Suit Keech Adapter	
CP1050-XXP	3	CP1050 W/-Full Front, Side & Bott, 12mm Wide Suit Keech Adapter	

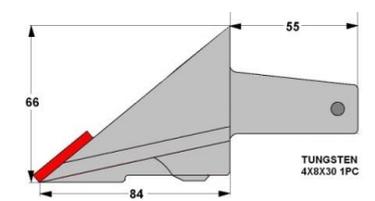
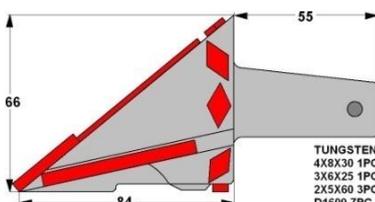
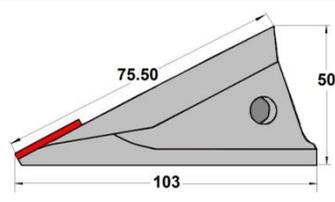
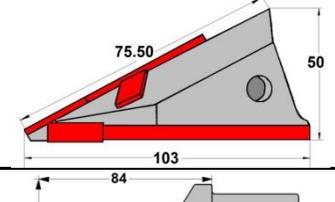
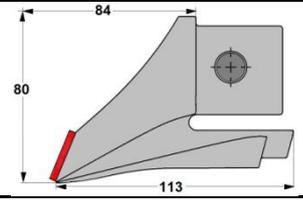
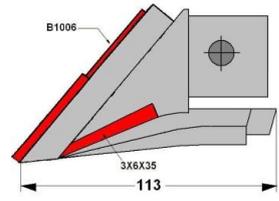
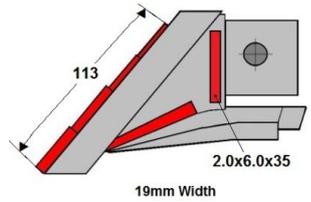
**\*NOTE:** We supply the following Free of Charge with every purchase:  
 | - Roll Pins- To Suit Flexicoil Point

## DIRECT DRILL & MINIMUM TILL

Item Number	Item Class	Description	Drawing
CP1058	1	Knife Point- W=20mm, Suits Flexicoil	
CP1058-S	3	Knife Point- Short W=20mm, Suits Flexicoil	

**\*NOTE:** We supply the following Free of Charge with every purchase:  
 | - Roll Pins- To Suit Flexicoil Point

## DIRECT DRILL & MINIMUM TILL

Item Number	Item Class	Description	Drawing
<b>CP1080</b>	1	Spear Point DDP30T Type with 4X8X30 Tile Suits Keech Adapter	 TUNGSTEN 4X8X30 1PC
<b>CP1080-XXP</b>	8	CP1080 Fully Protected Suits Keech Adapter	 TUNGSTEN 4X8X30 1PC 3X6X25 1PC 2X5X60 3PC D1609 7PC
<b>CP1082</b>	1	Spear Point To Suit Gyrat Adapter	
<b>CP1082-XP</b>	8	CP1082 Spear Point Fully Protected To Suit Gyrat Adapter	
<b>CP1088 &amp; CP1088-N</b>	1	Planting Point Suits Janke Tyne Available In Alloy Steel OrNickel Chrome Iron	
<b>CP1088-XP12</b>	8	Seeder Point- Suit Janke W=12 With Side Protection	 B1006 3X6X35
<b>CP1088-XP19</b>	8	Deep Seeder Point Suit Janke W=19mm	 113 2.0x6.0x35 19mm Width

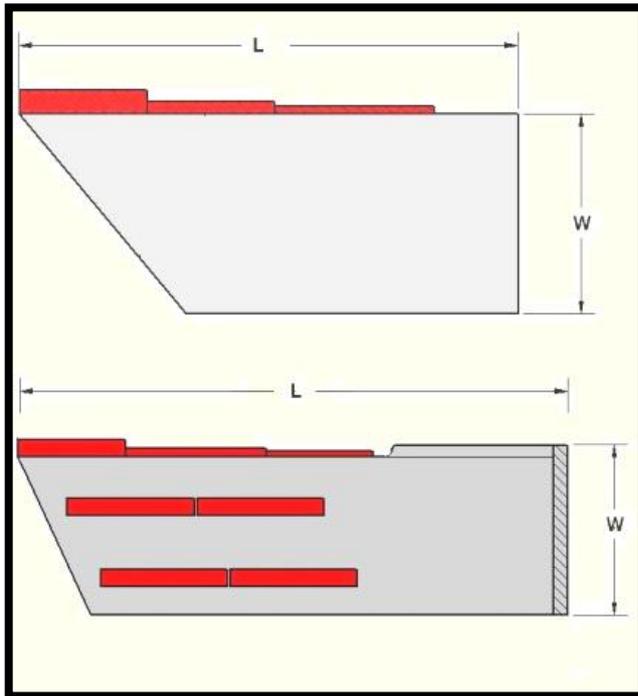
**\*NOTE:** We supply the following Free of Charge with every purchase:

- Roll Pins and clips to suit

## KNIFE POINTS

Item Number	Item Class	Description	Drawing
<b>CPKP-2</b>	1	Bolt On Knife Point Mc Koy Equivalent 12mm	
<b>CPKP-2-S</b>	1	Bolt On Knife Point (Short)	
<b>CPKP3</b>	1	Slimwedge Knock On Knife Point TT 12mm Wide, 120mm Nose Protect	<p style="text-align: right; font-size: small;">TUNGSTEN 4.8x13x32 3.0x13x38 2.0x12(R18.5)x38</p>
<b>S1024</b>	1	Lucene Point 20LP Seeder 13mm Suits Most Makes 1/2" Cup Head Bolt	
<b>S1024-CS</b>	3	Lucene Point 20LP Seeder Suit C/Shear Combine 1/2" Cup Head Bolt	

## KNIFE BLADES WELD ON



Replaceable Weld-On Knife Points.

Can be made to any size according to customer's specification.

### Designation System

Item Number	Item Class	Length (L) mm	Width (W) mm	Thickness (T) mm	Description
KB200X60X14	8	200	60	14	Knife Blade Weld-on - Straight
KB200X60X14-10	8	200	60	14	Knife Blade Weld-on With 10deg Entry Angle
KB225X60X14	8	225	60	14	Knife Blade Weld-on - Straight 225 Long

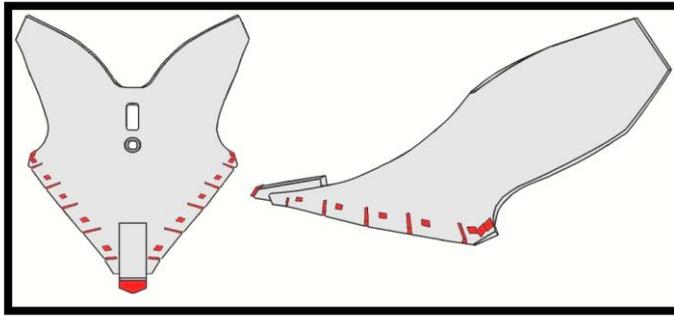
## ROW CROP & DEEP TILLAGE

Item Number	Item Class	Description	Drawing
R1010	3	Point H230S (8023) Deep Tillage Ripper Tooth Tungsten Tipped	
R1012	3	Deep Tillage Ripper Tooth Tungsten Tipped Suit Gessner and Grizzly Machines	
R1014	3	Agrowplow No.3 Blade Fully Protected	
R1016	1	TC Protected Point Adapter To Suit Gessner & R1018	
R1018	1	R1016 Wear Tip-TC Tipped To Suit Gessner Machine	

## ROW CROP & DEEP TILLAGE

Item Number	Item Class	Description	Drawing
R1021	1	Jim Smith 404 Ripper Point Standard	
R1022	3	Jim Smith 404 Ripper Point Fully Protected	
R1024	1	Deep Tillage Point To Suit Yeoman's With Nose Protection	
R1024-XP	8	Deep Tillage Point To Suit Yeoman's- Extra Protection	

## ROW CROP & FURROWING POINTS



### Designation System

Item Number	Item Class	Description
RC1008	8	Nichols 15" Furrower Full Protection
RC1010	8	Piper 20" Furrower 5W/7D B1002
RC1012	8	Piper 24" Furrower 5W/7D B1002

## WING & WEAR STRIP

Item Number	Item Class	Description	Drawing
RC1021	8	Gessner Furrower Base Wing	
RC1022	8	Gessner Furrower Base Wing L+R With Carbide	 TUNGSTEN 3.2X9.5X13 2PCS 3X10X25 3X10X35 3PCS 3X6X35 2PCS D1669 7PCS
RC1024	8	Furrower Wear Strip, Tipped, Pair L& R, Suit Buddah	 TUNGSTEN 3X16X35 5PCS 3X10X16 2PCS D1669 7PCS
RC1028	8	Unibar Furrower Tipped, Pair L & R	

## ROW CROP & DEEP TILLAGE

Item Number	Item Class	Description	Drawing
RC1014	8	Alabama 18" 5W/5D Full Protected	<p>TUNGSTEN 4X8X30 2PCS 3X6X32 16PCS D1609T 20PCS</p>
RC1020	8	Alabama 24" 6W/6D Full Protected	<p>TUNGSTEN 4X8X30 2PCS 3X6X32 16PCS D1609T 20PCS</p>

## GAS KNIVES

Item Number	Item Class	Description	Drawing
RC1034	8	Nichols N13 Gas Knife FP With TC Protection	<p>Tungsten 4X8X30 1Pc 3.2X6.5X13 14Pcs D1609T 20Pcs</p>
RC1036	8	Nichols N17 Gas Knife FP With TC Protection	<p>Tungsten 4X8X30 1Pc 3.2X6.5X13 14Pcs D1609T 20Pcs</p>

## ROW CROP & DEEP TILLAGE

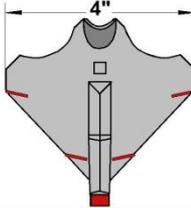
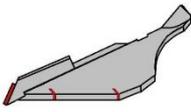
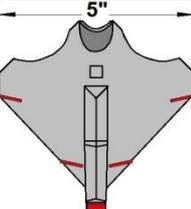
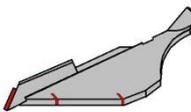
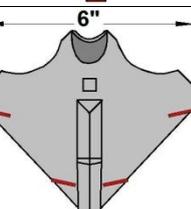
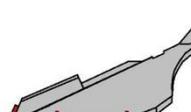
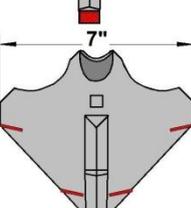
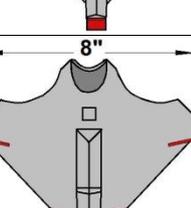
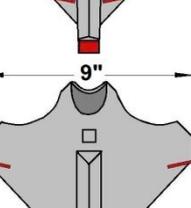
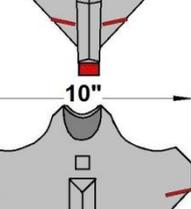
Item Number	Item Class	Description	Drawing
R1002-WB	8	R1002 & R1006 Lister Point Wear Blade Protected	<p>TUNGSTEN 3.0X13X50 3.2X13X38 3.2X13X25 5PCS Thickness=12mm</p>
R1002-WB2(P)	8	R1002 & R1006 Auscott Wing Profile Protected 12mm Thick	



## ***SCARIFIERS, SWEEPS & POINTS***

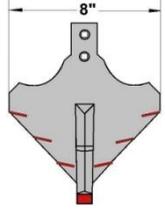
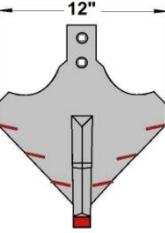
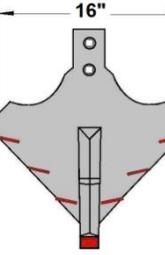


## UNIVERSAL SCARIFIERS

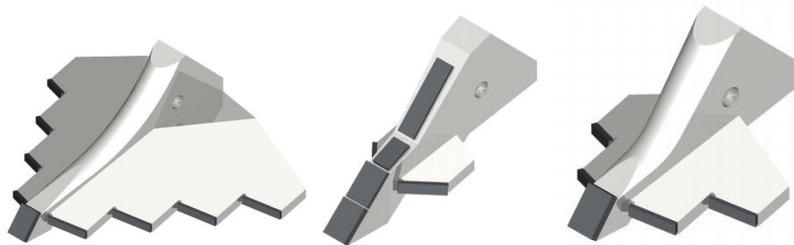
Item Number	Item Class	Description	Drawing	
<b>S1002</b>	8	20-4 4" Universal Scarifier Suits Most Makes 1/2" Cup Head Bolt		
<b>S1004</b>	8	20-5 5" Universal Scarifier 2W Suits Most Makes		
<b>S1006</b>	8	20-6 6" Universal Scarifier 2W Suits Most Makes		
<b>S1008</b>	8	20-7 7" Universal Scarifier 2W Suits Most Makes		
<b>S1010</b>	8	20-8 8" Universal Scarifier 2W Suits Most Makes		
<b>S1012</b>	8	20-9 9" Universal Scarifier 2W Suits Most Makes		
<b>S1014</b>	8	20-10 10" Universal Scarifier 3W Suits Most Makes		

## CHISEL PLOW SWEEP

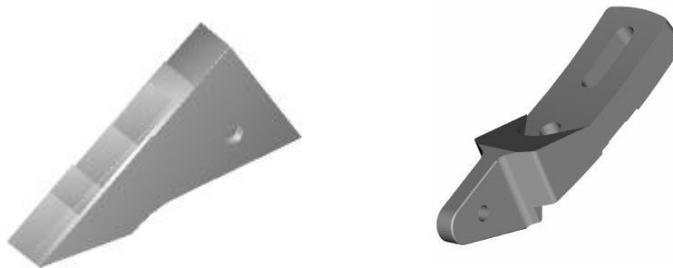


Item Number	Item Class	Description	Drawing
CP1074-XP	8	16508 8"-8mm Thick HB Stubble master 3W	
CP1076-XP	8	16512 12"-8mm Thick HB Stubble master 4W	
CP1078-XP	8	16516 16"-8mm Thick HB Stubble master 7W	

*Wearmaster protection can be applied to all makes of sweeps.*



## ***FLEXIFIT AGRICULTURAL PRODUCTS***



## FLEXI-FIT KNIFE POINTS

The FlexiFit™ range of Cultivating and seeding points was developed to replace conventional cultivating points with a long life alternative. As an added benefit, it was integrated with a simple “pin-on” change over system that enabled the operator to change tools easily to a seeding point or ripping point. There are 2 tine Adapters utilized in the system.

- Bolt On to suit 1 ½” → 2 1/4” bolt spacing
- Taper Lock type to suit the McKay Slim Wedge

Item Number	Item Class	Description	Drawing
<b>CP1056</b>	1	HMA Flexifit Deep Knife Point- W=20mm	
<b>CP1056-S</b>	3	HMA Flexifit Knife Point-W=20mm Short	
<b>CP1056-SE</b>	8	HMA Flexifit Knife Point-W=20mm Short Economy	
<b>CP1056-XP</b>	8	HMA Flexifit Deep Knife Point With Full Protection	
<b>CP1056-B1034</b>	8	HMA Flexifit Deep Knife Point- W=20mm w/-B1034 On Side	
<b>CP1056-S-B1034</b>	8	HMA Flexifit Knife Point-W=20mm Short w/-B1034 On Side	
<b>CP1056-XP-B1034</b>	8	HMA Flexifit Deep Knife Point- W=20mm w/-B1034 On Side Fully Protected	
<b>CP-PDER</b>	1	HMA Flexifit Little Ripper Seeding Point W=13mm	

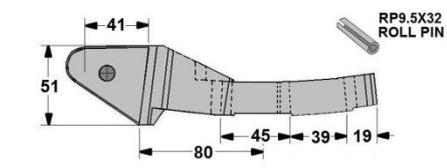
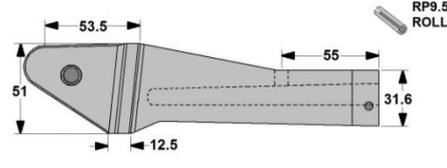
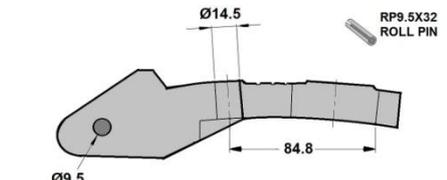
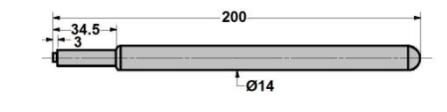
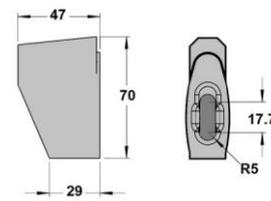
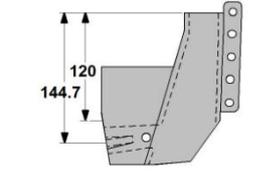
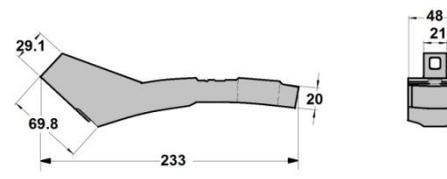
## FLEXI-FIT POINTS

Item Number	Item Class	Description	Drawing
<b>FF1003</b>	1	HMA Flexifit Winged Ripper/Seeder 3" Total Width	
<b>FF1003L / F1003L-HD</b>	1	HMA Flexifit Deep Banding Seeder 3" Total Width (also available in heavy duty item class 9)	
<b>FF1004</b>	1	HMA Flexifit 4" Sweep	
<b>FF1006</b>	1	HMA Flexifit 6" Sweep	
<b>FF1008</b>	1	HMA Flexifit 8" Sweep Made On Request	

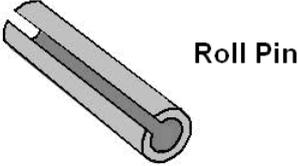
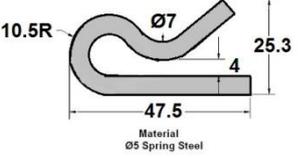
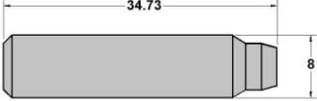
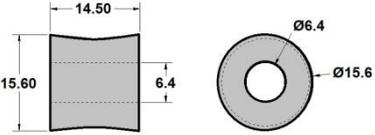
## FLEXI-FIT POINTS

Item Number	Item Class	Description	Drawing
FF1009	1	HMA Flexifit 9" Sweep	
FF1010	1	HMA Flexifit 10" Sweep	
FF1011	1	HMA Flexifit 11" Sweep	
FF1012	1	HMA Flexifit 12" Sweep	
FF1014	8	HMA Flexifit 14" Sweep Made On Request	

## WEARMASTER ADAPTORS

Item Number	Item Class	Description	Drawing
FF1000	1	HMA Bolt-On Adapter FlexiFit 1/2" Bolt Suit Most Machine	
FF1000SW	1	Adapter-Slimwedge FlexiFit	
FF1000-14.5	8	HMA 9/16" Bolt On Adaptor, Suit Most Machines	
FF1000PP	1	FlexiFit Pin Punch	
CP-KWA	1	Weld On Adapter, Suits Keech	
K-FIT	2	Weld-on Shank Adapter KFIT	
CP-KBA	1	Bolt On Adapto, Suits Keech	

## FASTNERS

Item Number	Item Class	Description	Drawing
RP6.35X32	1	Roll Pin To Suit CP1082 Gyrat Points	
RP6.35X38	1	Roll Pin To Suit R1024 Yeomans Point	
RP7.9X25.4	1	Roll Pin Suit CP1058 Flexicoil	
RP9.5X22	1	Roll Pin Suit CP1056 and FlexiFit	
RP9.5X32	1	FlexiFit Pin 3/8x1.25" Roll Pin	
RP9.5X44.5	1	3/8 x 1.75" Roll Pin, Suit R1016-R1018	
CP-KRC	1	K Style R Clip Suit CP1048, CP1050 & CP1080 Keech Style	
CP1088-P	1	Pin To Suite CP1088 Janke Point	
CP1088-B	1	Bush To Suit CP1088 Janke Point	

# TERMS & CONDITIONS OF TRADE

- 1. Definitions**
  - 1.1 "HMA" shall mean Hard Metals Australia Pty Limited, its successors and assigns or any person acting on behalf of and with the authority of Hard Metals Australia Pty Limited.
  - 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by HMA to the Client.
  - 1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
  - 1.4 "Goods" shall mean all Goods supplied by HMA to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by HMA to the Client.
  - 1.5 "Services" shall mean all Services supplied by HMA to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
  - 1.6 "Price" shall mean the Price payable for the Goods as agreed between HMA and the Client in accordance with clause 4 of this contract.
- 2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")**
  - 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 3. Acceptance**
  - 3.1 Any instructions received by HMA from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by HMA shall constitute acceptance of the terms and conditions contained herein.
  - 3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
  - 3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of HMA.
  - 3.4 The Client shall give HMA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by HMA as a result of the Client's failure to comply with this clause.
  - 3.5 Goods are supplied by HMA only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- 4. Price and Payment**
  - 4.1 At HMA's sole discretion the Price shall be either:
    - (a) as indicated on invoices provided by HMA to the Client in respect of Goods supplied; or
    - (b) HMA's Price at the date of delivery of the Goods according to HMA's current price list. HMA reserves the right to alter selling prices at its discretion and without prior notice being given to the Client; or
    - (c) HMA's quoted Price (subject to clause 4.2) which shall be binding upon HMA provided that the Client shall accept HMA's quotation in writing within thirty (30) days.
  - 4.2 HMA reserves the right to change the Price in the event of a variation of a variation to HMA's quotation. Any variation as a result of increases to HMA in the cost of materials and labour, or fluctuations in currency exchange rates, will be charged for on the basis of HMA's quotation and will be shown as variations on the invoice.
  - 4.3 At HMA's sole discretion:
    - (a) payment shall be due on the Client's order for the Goods; or
    - (b) payment for approved "account" Clients shall be due thirty (30) days following the date of the invoice.
  - 4.4 Time for payment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
  - 4.5 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two percent (2.0%) of the Price), or by direct credit, or by any other method as agreed to between the Client and HMA.
  - 4.6 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
  - 4.7 Any discount to the Price shall be determined solely by HMA, or its representatives; and shall be based on volume and/or value of past orders placed by the Client, and are subject to change at any time at the sole discretion of HMA.
- 5. Delivery of the Goods**
  - 5.1 The Goods are delivered ex-warehouse and, unless otherwise stated, will be dispatched by HMA's nominated carrier (and in accordance with that carrier's current rates).
  - 5.2 Delivery of the Goods to the Client's agent, carrier or representative shall constitute delivery of the Goods by HMA to the Client for the purposes of this agreement.
  - 5.3 The costs of delivery are the responsibility of the Client and are in addition to the Price (and where applicable charged to the Client's account).
  - 5.4 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then HMA shall be entitled to charge a reasonable fee for redelivery.
  - 5.5 Where it is arranged that the Client, or the Client's nominated carrier, is to collect the Goods; notification that the Goods are available for collection shall be deemed as delivery of the Goods. Failure to collect the Goods will not be accepted as mitigating the Client's obligation to make payment within the specified terms.
  - 5.6 At HMA's sole discretion, storage fees may be charged for any Goods that have not been collected by the Client after twenty-one (21) days after HMA has notified the Client that the Goods are available for collection.
  - 5.7 The Client acknowledges that the delivery date specified on the order confirmation is an estimate only, based on information available at that time. HMA reserves the right to cancel delivery of the Goods (as per clause 13.1) where it is deemed (at HMA's sole discretion) that the supply of the Goods will not meet the Client's specified terms and requirements, and/or it will expose HMA to unnecessary risk.
  - 5.8 HMA may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
  - 5.9 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:
    - (a) such discrepancy in quantity shall not exceed five percent (5%); and
    - (b) the Price shall be adjusted pro rata to the discrepancy.
  - 5.10 HMA shall not be responsible for the non-delivery of the Goods other than by its nominated carrier.
  - 5.11 The failure of HMA to deliver shall not entitle either party to treat this contract as repudiated.
  - 5.12 HMA shall not be liable for any loss or damage whatsoever due to failure by HMA to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of HMA.
- 6. Risk**
  - 6.1 If HMA retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.
  - 6.2 Where the Client expressly requests HMA to leave Goods outside HMA's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all.
  - 6.3 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, HMA is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by HMA is sufficient evidence of HMA's rights to receive the insurance proceeds without the need for any person dealing with HMA to make further enquiries.
- 7. Title**
  - 7.1 HMA and the Client agree that ownership of the Goods shall not pass until:
    - (a) the Client has paid HMA all amounts owing for the particular Goods; and
    - (b) the Client has met all other obligations due by the Client to HMA in respect of all contracts between HMA and the Client.
  - 7.2 Receipt by HMA 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 and until then HMA's ownership or rights in respect of the Goods shall continue.
  - 7.3 It is further agreed that:
    - (a) where practicable the Goods shall be kept separate and identifiable until HMA shall have received payment and all other obligations of the Client are met; and
    - (b) until such time as ownership of the Goods shall pass from HMA to the Client HMA may give notice in writing to the Client to return the Goods or any of them to HMA. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
    - (c) HMA shall have the right of stopping the Goods in transit whether or not delivery has been made; and
    - (d) if the Client fails to return the Goods to HMA then HMA or HMA's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated and take possession of the Goods; and
    - (e) the Client is only a bailee of the Goods and until such time as HMA has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to HMA for the Goods, on trust for HMA; and
    - (f) the Client shall not deal with the money of HMA in any way which may be adverse to HMA; and
    - (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of HMA; and
    - (h) HMA can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
    - (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that HMA will be the owner of the end products.
- 8. Defects**
  - 8.1 The Client shall inspect the Goods on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify HMA of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford HMA an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which HMA has agreed in writing that the Client is entitled to reject, HMA's liability is limited to either (at HMA's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Cwth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.
- 9. Returns**
  - 9.1 HMA may accept the return of Goods for credit but this may incur a restocking fee, and will only be accepted by HMA provided that:
    - (a) pre-authority is obtained from HMA, their agent or representative; and
    - (b) the Goods are returned within twenty-one (21) days of the delivery date. Goods must be returned by HMA's approved carrier, otherwise the Client shall be responsible for applicable freight charges; and
    - (c) 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. HMA will not accept any Goods that have not been stored in a proper manner.
  - 9.2 Goods ordered as specials, or stock code 9 Goods are not acceptable for credit or return, except under special circumstances.
- 10. Warranty**
  - 10.1 To the extent permitted by statute, no warranty is given by HMA as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. HMA shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
  - 10.2 For Goods not manufactured by HMA, the warranty shall be the current warranty provided by the manufacturer of the Goods. HMA 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.

- 11. Default and Consequences of Default**
- 11.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at HMA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 11.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by HMA.
- 11.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify HMA from and against all costs and disbursements incurred by HMA in pursuing the debt including legal costs on a solicitor and own client basis and HMA's collection agency costs.
- 11.4 Without prejudice to any other remedies HMA may have, if at any time the Client is in breach of any obligation (including those relating to payment) HMA may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. HMA will not be liable to the Client for any loss or damage the Client suffers because HMA has exercised its rights under this clause.
- 11.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 11.6 Without prejudice to HMA's other remedies at law HMA shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to HMA shall, whether or not due for payment, become immediately payable in the event that:
- any money payable to HMA becomes overdue, or in HMA's opinion the Client will be unable to meet its payments as they fall due; or
  - the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 12. Security and Charge**
- 12.1 Despite anything to the contrary contained herein or any other rights which HMA may have howsoever:
- where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to HMA or HMA's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that HMA (or HMA's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
  - should HMA elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify HMA from and against all HMA's costs and disbursements including legal costs on a solicitor and own client basis.
  - the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint HMA or HMA's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12.1.
- 13. Cancellation**
- 13.1 HMA 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 HMA shall repay to the Client any sums paid in respect of the Price. HMA shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.2 Where the Client cancels delivery of the Goods, HMA reserves the right to charge the Client a cancellation fee. As a guide, the maximum charge as a percentage of the Price based on stock code shall be:
- SC0 – 25%
  - SC1 – no fee
  - SC2 – 75%
  - SC3 – 50%
  - SC8 – 75%
- 13.3 Cancellation of orders for special or SC9 Goods will definitely not be accepted, once HMA has processed the order.
- 14. Privacy Act 1988**
- 14.1 The Client and/or the Guarantor/s (herein referred to as the Client) agree for HMA to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by HMA.
- 14.2 The Client agrees that HMA 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:
- to assess an application by the Client; and/or
  - to notify other credit providers of a default by the Client; and/or
  - 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
  - to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 14.3 The Client consents to HMA being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 14.4 The Client agrees that personal credit information provided may be used and retained by HMA for the following purposes (and for other purposes as shall be agreed between the Client and HMA or required by law from time to time):
- the provision of Goods; and/or
  - the marketing of Goods by HMA, its agents or distributors; and/or
  - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
  - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - 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.
- 14.5 HMA may give information about the Client to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Client;
  - allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 14.6 The information given to the credit reporting agency may include:
- personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
  - details concerning the Client's application for credit or commercial credit and the amount requested;
  - advice that HMA is a current credit provider to the Client;
  - 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;
  - 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 listed;
  - information that, in the opinion of HMA, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
  - advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - that credit provided to the Client by HMA has been paid or otherwise discharged.
- 15. Building and Construction Industry Security of Payments Act 1999**
- 15.1 At HMA's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.
- 15.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.
- 16. General**
- 16.1 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.
- 16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the local court of Hornsby.
- 16.3 HMA 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 HMA of these terms and conditions.
- 16.4 In the event of any breach of this contract by HMA the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 16.5 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 HMA nor to withhold payment of any invoice because part of that invoice is in dispute.
- 16.6 HMA may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 16.7 The Client agrees that HMA may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which HMA notifies the Client of such change.
- 16.8 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.
- 16.9 The failure by HMA to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect HMA's right to subsequently enforce that provision.

*Available in larger print from Hard Metals Australia.*

**Disclaimer:** While every care was taken in preparing this catalogue, Hard Metals Australia cannot accept any liability for accuracy of the information supplied.

# WEARMASTER

Wearmaster is a registered trade mark of Hard Metals Australia.



## CONTACT US

### HEAD OFFICE

40 Peter Brock Drive  
Eastern Creek NSW 2766  
Sydney Australia

T +612 9476 6333

F +612 9476 5033

E [sales@hardmetals.com](mailto:sales@hardmetals.com)

W [www.hardmetals.com](http://www.hardmetals.com)

### VICTORIA

724 Springvale Road  
Mulgrave VIC 3170  
Melbourne Australia

T +613 9574 9933

F +613 9574 9552

