



**LIBERTY**  
**ONESTEEL**  
REINFORCING

## OneSteel Reinforcing Additional Consumer Terms and Conditions of Sale

Effective 1 September 2017

### 1. In this document:

- (a) ACL means the *Australian Consumer Law* which is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (b) Additional Consumer Terms and Conditions means the terms and conditions set out in this document;
- (c) Consumer means a Customer that is a consumer (as that term is defined in the ACL) in respect of the particular supply of Goods;
- (d) Consumer Guarantees means the guarantees relating to the supply of goods and services to consumers provided by Division 1 of Part 3-2 of the ACL;
- (e) Terms and Conditions” means the OneSteel Reinforcing Terms and Conditions of Contract for Supply of Goods and Works having the same effective date as these Additional Consumer Terms and Conditions;
- (f) in the event of any inconsistency between a provision of the Terms and Conditions and the Additional Consumer Terms and Conditions, the latter prevails;
- (g) unless otherwise expressly stated, a word or expression used or defined in the Terms and Conditions has the same meaning in the Additional Consumer Terms and Conditions;
- (h) unless otherwise stated, an expression used or defined in the ACL has the same meaning in the Additional Consumer Terms and Conditions;
- (i) words indicating the singular include the plural and vice versa;
- (j) nothing in the Additional Consumer Terms and Conditions may be construed as being contrary to the provisions of the ACL or the *Competition and Consumer Act 2010* (Cth).

### 2. Application

- (a) The Additional Consumer Terms and Conditions apply to the supply of Goods when and only to the extent that:
  - i) the supply of Goods is to a Consumer; and
  - ii) the Additional Consumer Terms and Conditions are incorporated into and form part of the Terms and Conditions in accordance with clause 29 of the Terms and Conditions,in respect of that supply of Goods.

### 3. Exception to Consumer Guarantee

The Consumer’s right to undisturbed possession of the Goods does not apply to the extent that the OneSteel Supplier Group or any member of it maintains a valid security interest in the Goods pursuant to clauses 14 and 15 of the Terms and Conditions.

### 4. Limitation of Liability

- (a) To the extent that Goods supplied by OneSteel Reinforcing are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then
  - i) subject to clause 4(a)ii), OneSteel Reinforcing’s liability for any failure to comply with a Consumer Guarantee (other than those guarantees as to title,

undisturbed possession and undisclosed securities) is limited, at the sole discretion of OneSteel Reinforcing, to replacement, resupply or repair of the Goods; payment of the cost of replacing or acquiring equivalent goods; or payment of the cost of having the goods repaired; and

- ii) to the extent that the Goods comprise a service, OneSteel Reinforcing’s liability for any failure to comply with a Consumer Guarantee is limited, at the sole discretion of OneSteel Reinforcing, to supplying the service again or payment of the costs of having the service supplied again.
- (b) Clause 4(a) shall not apply if the Consumer establishes that it would not be fair and reasonable for OneSteel Reinforcing to rely on the applicable clause.
- (c) To the extent that clause 4(a) does not apply, OneSteel Reinforcing acknowledges that:  
Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### 5. Making a Claim

- (a) If during the first 30 days from their date of delivery or receipt (or such other period that is reasonable in the circumstances) the Goods prove to be defective, OneSteel Reinforcing will honour its obligations as set out above or in the ACL, as applicable.
- (b) In order to make a claim the Consumer must telephone OneSteel Reinforcing on 1800 178 335 or email [onesteeldirect@libertyonesteel.com](mailto:onesteeldirect@libertyonesteel.com). The Consumer must provide OneSteel Reinforcing with details of the Goods, the date of supply, a description of the defect and appropriate contact details. Upon accepting the claim, OneSteel Reinforcing shall assist the Consumer with the appropriate remedy.
- (c) All Goods the subject of a claim must be accompanied by satisfactory proof of purchase. While this may take a number of forms, it is best to provide a legible receipt or sales invoice.
- (d) Unless the cost of doing so is unreasonably significant, the Consumer shall be responsible for returning the Goods at its expense. In all other cases, OneSteel Reinforcing shall collect the Goods at its expense.

### 6. Contact details

OneSteel Reinforcing’s contact details are:  
Level 8, 205 Pacific Highway  
St Leonards, NSW, 2065

**OneSteel Direct:** 1800 178 335

**E-mail:** [onesteeldirect@libertyonesteel.com](mailto:onesteeldirect@libertyonesteel.com)

**Website:** <http://www.libertyonesteel.com>