

Standard Brokerage Agreement

1. Winework Solutions takes information supplied by;
 - 1.1. The Vendor, in the case of goods for sale, or
 - 1.2. The Buyer, in the case of goods wanted, to create Listings on our website, advertising the goods.
 - 1.3. The Vendor or the Buyer (as applicable), is given opportunity to approve the Listing, or request edits, prior to its publication.
2. Winework Solutions publish and publicise the Listings by various means.
3. When a Listing is no longer required, the Vendor or the Buyer (as applicable) agrees to inform Winework Solutions in a timely manner.
4. This Standard Brokerage Agreement is non-exclusive. Vendors are free to sell their goods and Buyers are free to buy, through other channels.
5. Where a potential buyer requests samples of goods for sale, Winework Solutions informs the Vendor of the potential Buyer's delivery address so that the Vendor can supply samples as requested.
6. Winework Solutions will inform the Vendor of all offers received, for the Vendor to consider.
7. When an offer is accepted by the Vendor, Winework Solutions will send the Buyer's details to the Vendor along with the relevant quantity and Sale Price.
 - 7.1. Winework Solutions shall at that time notify the Buyer of the Vendor's details.
 - 7.2. Winework Solutions can, at the request of either party, provide a draft Sale & Purchase Agreement, to facilitate the transaction.
8. The Vendor shall invoice the Buyer directly for the Sale Price, comprised of the Vendor Price, plus Winework Solutions' Brokerage Fee, plus GST.
9. Winework Solutions Limited makes no representation as to the creditworthiness of the Buyer. It is the responsibility of the Vendor to satisfy themselves as to the creditworthiness of the Buyer.
10. Invoicing and payment of relevant taxes, excise and duties are the responsibility of the Vendor.
11. Winework Solutions shall invoice the Vendor for Winework Solutions' Brokerage Fee plus GST.

12. Payment of Winework Solutions' invoice is due either,

12.1. When the Vendor receives a deposit from the Buyer in cases where payment terms have been agreed by the Vendor, or

12.2. When the Vendor receives payment from the Buyer when no payment terms have been agreed by the Vendor.

13. The Vendor shall not deliver the goods until either,

13.1. The required deposit is received from the Buyer, or

13.2. Payment in full is received from the Buyer.

14. The Sale remains a transaction between the Vendor and the Buyer.

15. The Vendor warrants that the goods supplied are identical to those described in the listing and to any samples provided.

16. The Buyer acknowledges that it relies on its own judgment as to the nature, quality and condition of the Product and as to its sufficiency for any use or purpose.

17. It remains the responsibility of the Vendor to provide the Buyer with all relevant and/or legally required documentation for the composition, certification and compliance of the product, in all respects.

[Updated: 08 December 2023]