

CONDITIONS OF SALE

This offer is made subject to acceptance within the terms of the attached quotation, is further subject to written confirmation by us on receipt of your order, and to the availability in our works or on the market of the subject goods, at the price upon which the quotation was based.

1. Price

The price quoted is based on the following factors at the date of quotation.

Overseas - Principals' ruling price list Exchange rates, current freight and insurance rates, prevailing Customs Tariffs.

Local Manufacture - Principals Current Price list, Current Labour Rates and Material Costs.

If, between the date of quotation and the date on which the goods are delivered, any variation should occur in any of the abovementioned factors, we reserve the right to amend the price to allow for the cost of such variations.

2. Specifications

All illustrations, drawings etc, accompanying our quotations, or contained in our catalogues, price lists or advertisements must be regarded as approximate representations only and are not binding in detail unless stated to be so in our quotation.

All weights, measurements, powers, capacities and other particulars of the goods being offered by us are stated in good faith as being approximately correct but small deviations therefrom shall not violate the contract nor be made the basis of any claims against us Errors and omissions are subject to correction.

All extras ordered but not specified in our quotation will be charged for as well as the costs of all tests, alterations, additions or any other work undertaken at the buyer's request.

3. Guarantee

- (a) Subject to Principal's standard warranty conditions available for viewing at www.austineng.com.au
- (b) Your attention is drawn to section 68A of the Trade Practices Act 1974 (hereinafter called the Act) which enables suppliers of certain goods or services to limit their liability in certain circumstances for breach of certain conditions and warranties implied by the Act.
- (c) Subject to the qualifications contained in section 68A of the Act should we be liable for breach of a condition or warranty implied by Division 2 or Part V of the Act (not being a condition or warranty implied by Section 69 of the Act) our liability for such breach shall be limited to one of the following as determined by us.
- (i) In the case of goods
- The replacement of the goods or supply of equivalent goods
 - The repair of the goods
 - The payment of the costs of replacing the goods or acquiring equivalent goods
 - The payment of the cost of having the goods repaired, or
- (ii) In the case of services
- The supplying of the services again, or
 - The payment of the cost of having the services supplied again.

References to specific provisions of and circumstances arising under the Act are intended to include references to equivalent provisions of and circumstances arising under any State or Territory enactment.

- (d) Subject to any legislation to the contrary and to paragraphs (b) and (c) of this clause but notwithstanding any other clause of this Agreement.
- (i) Representations and agreements not expressly contained herein shall not be binding upon us as conditions, warranties or representations.
- (ii) All other conditions, warranties and representations on our part whether expressed or implied, statutory or otherwise, whether collateral or antecedent hereto or otherwise are hereby expressly negated and excluded.
- (iii) These conditions including specific conditions on the respective quotation constitutes the whole of the agreements and understanding between us with respect to the subject matter hereof notwithstanding any conditions to a contrary effect which may be expressed in any of the buyer's documents and all additions and modifications to this Agreement shall be in writing and shall be signed by both parties.
- (iv) We shall be under no liability to you for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of us or our agents.
- (v) Without limiting the generality of the preceding sub-paragraph we shall not be liable for any delay in installing the goods, or for loss or damage arising out of the installation of the goods or from failure of the goods, or from the design or operation thereof.
- (vi) You hereby agree to indemnify us against any claims made against us by any third party in respect of any such loss, damage, death or injury as set out in sub paragraphs (iv) and (v) hereof.

4. Terms

Net cash with order unless otherwise agreed or stipulated in the special conditions of the respective quotation.

5. Damage or Loss in Transit

When the price quoted includes delivery we will repair or replace at our option, free of charge, goods damaged or lost in transit provided the carriers and ourselves receive written notice of such loss or damage within the following period.

- (a) Goods by rail or sea. Within 3 days of receipt of goods, or, in the case of loss, 21 days from the date of despatch as notified by us.
- (b) Goods by road transport or airfreight. Within 3 days of receipt of goods, or in the case of loss, within 7 days from the date of despatch as notified by us.

6. Government Imposts

Quoted price does not include GST and this or any other impost by government or by governmental authority shall, if applicable, be paid by the purchaser, and will be added to and treated as part of the purchase price.

7. Delivery

- (a) Goods sold ex our warehouse will be despatched according to Buyer's instructions but will be at Buyer's risk and cost from the time of loading. Goods sold and delivered will be dispatched by any means of transport, at our option, unless otherwise agreed in writing, and all unloading and demurrage charges will be for Buyer's Account. Where we undertake to sell goods delivered to Buyer's premises or site Buyer undertakes that adequate facilities exist for so doing by road and /or rail and /or ship. All packing will be charged for when not specifically included in quoted prices.
- (b) The time given for the execution of your order shall be reckoned from the date on which we accept your written order. We will use our best endeavours to despatch by the date given, but will not accept any liability for failure to do so unless an undertaking in writing shall have been given by us under agreed penalty (as liquidated damages) for late despatch and you have suffered loss by our delay. Should despatch be hindered or delayed by your instructions or lack of instructions or by any cause whatsoever beyond our reasonable control, (including the effects of war, strikes, block-outs, fire, accidents, work breakdowns, material and labour supply difficulties, delays in transport or compliance with government requirements) a reasonable extension of time shall be granted.

In the event that preparation of your order is suspended by your instructions or lack of instructions, the contract price shall be increased to cover any extra expenses incurred by us thereby should you be unable to take the goods when they are ready for despatch you agree that we have the right to invoice for payment and charge for all storage costs incurred.

If you cancel your order at any time prior to delivery but before the goods are ready for despatch, we reserve the right to invoice you for all expenses involved in the preparation of your order.

If we are unable for any reason to deliver the goods the subject of the contract, the contract shall be voidable at our option with no right in either of us to claim against the other in respect of any loss, cost or expense which may have been incurred.

8. Title

- (a) Ownership and property in the goods, the subject of this contract shall notwithstanding delivery to you only pass from us to you when payment in full for the goods has been received by us (whether or not the goods are delivered in instalments and some have been paid for by you) and until such time you shall, by separate storage or some other means, ensure that the goods are readily identifiable as our property and shall keep the goods as bailee for an on behalf of us.
- (b) Payment shall become due immediately upon the commencement of any act or proceeding in relation to your solvency.
- (c) If payment is not made within 5 days of final demand in writing made by us, you irrevocably authorise us, without prejudice to any other remedies we may have, to enter the premises where the goods are stored and retake possession of the goods and you hereby indemnify us against any liability for any costs (including solicitor/client legal expenses) arising from such repossession.
- (d) Notwithstanding the above, risk passes to you on delivery unless otherwise agreed and you shall at your own expense insure the goods against any damage howsoever caused and shall maintain such insurance until ownership and property in the goods passes to you.

9. Governing Law

The law of the State or Territory of Australia from which the quotation was issued shall be the governing law of this agreement.

RETURNS:

CLAIMS MUST BE NOTIFIED WITHIN 7 DAYS FROM DESPATCH OF GOODS OR TAX INVOICE. SPECIALLY PURCHASED PARTS WILL NOT BE CREDITED. ALL SALES ARE SUBJECT TO OUR PRINTED TERMS AND CONDITIONS