

CONDITIONS AND TERMS OF SALE

1) **GENERAL DEFINITIONS**

The "company" means Qualtex Australasia Pty Ltd

The "seller" means Qualtex Australasia Pty Ltd

The "buyer" means the company, firm or person placing the order with the seller

The "order" means the order placed by the buyer on the seller

The "goods" means the goods or services pursuant to the order

Manufacturer's names, models and part numbers are used for reference purposes only

2) **RETENTION OF TITLE**

Title to the goods shall remain with the seller and will not pass to the buyer until all

monies due from the buyer to the seller on any account have been paid in full.

3) **TERMS**

Terms are COD unless credit has been approved by the seller. Where credit has been established, terms are strictly net 30 Days from the close of the month of invoicing.

Payments for goods exported shall be in accordance with the prearranged trading terms.

4) **GST**

GST will be charged at the appropriate rate ruling at the date of invoice.

All prices quoted in price list are exclusive of GST.

5) **DELIVERY**

Delivery arrangement shall be predetermined between the seller and buyer.

Where delivery of goods is the responsibility of the seller, the method of carriage shall be at the discretion of the seller. Where delivery of the goods is the responsibility of the buyer the method of carriage shall be advised on order.

Whilst Qualtex Australasia Pty Ltd will use its best endeavours to deliver by the date specified by the buyer, it does not guarantee delivery on that date and will not be liable for any costs or damages for late delivery.

6) **INSURANCE**

Where delivery of goods is the responsibility of buyer, the buyer shall be responsible for insuring the goods ex sellers warehouse.

7) **CLAIMS ON DELIVERY**

Any discrepancy of goods on delivery must be notified to the seller within 24 hours.

The seller shall have the right to inspect the goods complained of and if the buyer disposes of the goods without the consent of the seller, the claim shall be regarded as invalid.

8) **WARRANTY**

The seller warrants the goods against faulty materials and workmanship twelve months from the date of despatch or as per manufacturers' warranty (which may be less), provided the goods have been used for the intended purpose they were designed for.

Warranty goods must be returned to the seller as soon as possible. A delay in returning goods may result in the claim being invalid. Where goods have

been subject to misuse or negligence, or unauthorised repair or dismantling the warranty shall not apply. The seller will not be responsible for consequential loss.

9) **FORCE MAJEURE**

The seller shall not be liable to the buyer for any loss, damage, cost, injury or harm of any kind whatsoever (whether direct, indirect, special or consequent) however arising by reason of force majeure being any cause not within the reasonable control of the seller and/or its suppliers.

10) **DISPUTES CLAUSES**

The rights and obligations of the parties hereto and all questions relating to the validity and performance hereof shall be governed by and be interpreted under the laws of the State of New South Wales.