

# Unit 23/33 Danaher Drive SOUTH MORANG VIC 3752

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ABN: 90 140 726 745 DATE: 29/07/2019

## **CONDITIONS OF SALE**

## Order Confirmation

No Order shall be binding on Vtech Materials Testing Equipment Pty Ltd, unless a formal written confirmation has been issued to the customer.

Every contract of sale is subject solely to the following conditions, and no variation shall be made unless expressly agreed in writing between the parties.

## Prices & Exchange Rates

All prices quoted for goods are ex-works and are exclusive of GST, Packing, Freight (International and Local), Insurance, Duty, Installation & Training, and any other costs unless expressly specified to the contrary in writing.

Vtech reserves the right to impose a minimum order charge and to amend any accidental errors or omissions in quotations and invoicing.

Prices quoted for imported goods have been calculated against the prevailing rate at time of the quotation being raised. However are subject to an exchange rate variation (either way) based upon the rate of exchange at the time of invoicing.

## **Terms of Payment**

Payment for any order will be upon order placement, or upon notification of goods being ready to ship from the overseas supplier's warehouse.

Alternative payment terms can be negotiated and agreed before order placement, including any application for credit terms.

All invoices will be due for payment within 30 days of issue.

Title of the goods will remain with Vtech Materials Testing Equipment Pty Ltd, until full payment has been received.

We reserve the right at any time to demand security of payment, before continuing with delivery of any order.

## <u>Deliverv</u>

The quoted time for delivery of goods is made in good faith by Vtech and we shall accept no liability for any delay in delivery due to any circumstances.

## <u>Warranty</u>

Unless otherwise stated all warranty periods are 12mths from invoice date.

The warranty covers free repair (or replacement) of any goods in respect of defects arising solely from faulty materials or workmanship.

The warranty does not cover any consumable or item due to normal wear and tear.

## <u>Claims</u>

The customer has a duty to inspect the goods upon delivery or collection.

Any claims involving quantity and type of item supplied, must be notified in writing to Vtech within 5 working days from receipt of the goods.

Do not return any goods to Vtech without prior written consent.

Following authorisation, return will be on a prepaid freight basis only.

## Amendments and Cancellations

Amendments to any order will only be accepted by prior written agreement by Vtech.

Cancellations of any order by the customer for whatever reason shall entitle Vtech to payment of all cost expenses and losses arising there from.

## <u>Insurance</u>

If requested by the customer or considered necessary by Vtech, we will affect shipment insurance charging the relevant cost on the invoice.

Vtech will not be held liable for a failure to insure, unless insurance is requested by the customer.

Vtech shall be under no liability to take proceedings for the recovery of loss or damage.

## Installation, Training and Servicing

Such services are not included in the selling price, unless expressly stated in the written quotation.

Relevant operating instructions are provided with the equipment to allow laboratory technicians having adequate skills to install the equipment.

Should the customer require the above services they should request pricing at the same time as the quotation for the required goods.

Customers requesting a quote for any of the above after delivery of the equipment will need to pay all costs before the services are carried out.

## <u>Literature</u>

All literature provided is based upon the latest catalogue available from the manufacturer, or Vtech.

However with the policy of continuous development carried out by our suppliers Vtech bears no responsibility for any product changes made to improve, alter, or delete models without notice.

## **Jurisdiction**

The contract of sale shall be governed by and construed in accordance with Victorian Courts.