

TERMS AND CONDITIONS OF SALE

DEFINITIONS

- 1.1."GST" means Goods and Services Tax or other tax that is substituted or replaces the GST tax.
- 1.2."the Supplier" means CRUSHER PARTS INTERNATIONAL Pty Ltd.
- 1.3."the Customer" means any person or persons, company or business entity to whom the Supplier sells or supplies, or proposes to sell or supply, Goods or Services.
- 1.4."the Goods" means the goods or products supplied or sold by the Seller to the Customer from time to time.
- 1.5."the Seller" means the Supplier.
- 1.6."Quote" means any quote that remains valid for 30 days and includes only the Goods.

2. GENERAL

- 2.1 The only contractual terms which are binding on the Supplier are those set out in this Agreement.

3. QUOTATIONS

- 3.1 Any quotation provided is an invitation to treat only and not an obligation to sell or offer.

4. PRICE

- 4.1.The price charged for the Goods and Services to be provided to the Customer are as set out in the Supplier's invoice. The Supplier reserves the right to vary any price quoted either orally or in writing. Any Quote given on price is an estimate only.
- 4.2.The price excludes GST unless specified.

5. TERMS OF PAYMENT

- 5.1.The Customer will pay to the Supplier prior to dispatch to the Customer of the Goods and the Services being the date of invoice.
- 5.2.The Supplier reserves the right to grant terms to approved Customers upon such terms and conditions in its absolute discretion.

6. RETENTION OF TITLE TO GOODS

- 6.1 Title to Goods sold by the Supplier to the Customer will not pass from the Supplier to the Customer until payment has been received in full.
- 6.2 Payment in full will not be regarded as having been received by the Supplier unless and until payment is made in cleared funds.

7. DEFAULT

- 7.1 The Customer must pay interest to the Supplier on any of its invoices to the Customer which are overdue for payment. Such interest will accrue daily at a rate of 15% per annum, from the date when payment becomes due until the date of payment. Interest will be calculated daily, and will accrue at such a rate after, as well as before, any judgment.

8. QUALITY OR DESCRIPTION OF GOODS AND SERVICES

- 8.1.The Customer shall inspect the Goods immediately on delivery and, with seven (7) days of delivery, give notice to the Supplier of any defect or allegation that the Goods or Services are not in accordance with the Contract. If the Contract fails to give such notice within that time, the Goods and Services shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to accept and pay for the same, accordingly.

9. DELIVERY

- 9.1 The Goods shall be delivered to the Customer's address here in, or as otherwise notified to the Supplier at the time of order. The risk of any loss or damage to the Goods for whatever cause arising shall be borne by the Customer unless the Supplier arranges delivery.

10. LIABILITY OF SUPPLIER

- 10.1.To the extent permitted by law, no warranty, condition, description or representation on the part of the Seller is given or implied or has been given or is to be implied from anything said or written in the negotiations between the parties or their representatives, and any statutory or other warranty, condition, description or representation, express or implied as to the state, quality or fitness of the Goods is hereby expressly excluded. Nothing herein shall derogate from or exclude any warranties or conditions necessarily implied by any statute or other applicable law.
- 10.2 The Seller will not be liable for any failure to deliver the Goods or Services if the failure arises as a consequence of fire, embargo, strike, inability to secure materials or labour, or any other circumstances beyond the control of the Seller.

11. WARRANTY

- 11.1.Notwithstanding anything here in the Supplier agrees to provide the following Warranties to the Customer:- THREE MONTH WARRANTY to repair or replace the Goods for faulty workmanship, design, workmanship or materials. Excludes normal wear from use and liners.
- 11.2.Warranties given exclude claims for or damage resulting from: inclement weather, fire, explosion, act of God or other like cause; unauthorised alterations, additions or tampering of the Goods, loose plugs or leads not hardwired, other events beyond control of the Seller and use beyond specification or design.

12. RETURNS

- 12.1>Returns for credit will only be accepted within 7 days from date of invoice for goods incorrectly supplied only. In addition, returned goods will only be accepted for credit if the goods are in a resalable condition and at the Customers expense.
- 12.2. All goods specifically manufactured or ordered for the Customer will not be returnable except due to defect unless otherwise agreed to in writing.