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GasTech Australia Pty Ltd ABN 64 087 801 634



## Terms and conditions, Warranty Against Defects

### 1. General

- a. The Following are the terms and conditions of sale for the goods specified on the face here of unless the sale results from a written quotation in which case the terms and conditions appearing on our quotation shall prevail.

### 2. TERMS OF PAYMENT

- a. Net cash within 30 days from the end of the month in which the goods are purchased, unless otherwise expressly arranged in writing.

### 3. CLAIMS

- a. Subject to Clause.11 hereof no claim will be recognised unless made in writing to GASTECH AUSTRALIA PTY LTD within fourteen days after receipt of goods by the buyer, and in no instance shall any claim be greater in amount than the actual invoice value of the goods as delivered by the seller.

### 4. DESCRIPTION

- a. Any description of goods contained in this contract is given by way of identification only and use of such description shall not constitute this contract a sale by descriptions.
- b. Equipment is supplied from Gastech Australia standard equipment range & specifications are as listed in the published data. Compliance (real or inferred) to client specifications and/or requirements remains the sole responsibility of the purchaser.

### 5. DELIVERY

- a. Any times quoted for delivery and installation are estimates only and the company subject to clause 6 hereof, shall not be liable for failure to deliver or install or for delay in delivery or installation arising from any cause whatsoever beyond the Company's control.
- b. Unless otherwise advised quoted pricing will be EX-Works (INCOTERMS 2011). Delivery may be offered as a separate option.
- c. No form of delivery penalties or liquidated damages are or will be accepted in reference to the supply of equipment offered under this document or in reference to any subsequent purchase orders unless negotiated & specifically prior agreed to by the Company in writing.
- d. The Buyer shall not be relieved of any obligation to accept or pay for goods by reason of any such delay in delivery or despatch.
- e. Applicable delivery periods will be advised inclusive to the quotation & subject to the availability of the equipment required.

### 6. Documentation & Drawings

- a. All equipment is provided complete with installation & operating manuals (IOM) and drawings (if applicable) in Gastech Australia standard generic format only. Additional drawing services are not included unless specifically prior agreed to by the Company in writing.
- b. "As site installed" drawings are not included & remain the sole responsibility of the customer.
- c. Electronic documentation is provided in generic PDF format only. Specialist drawing formats e.g. AutoCad, are not included unless specifically prior agreed to by the Company in writing.

**7. RETENTION OF TITLE**

- a. Title to the goods to be delivered will pass to the purchaser when payment in full clear funds for the goods has been received by the Company. Until the date of full payment:
- b. The Purchaser shall store the goods so that they are clearly identified as the property of the Company.
- c. The Supplier shall have the right (and is hereby authorised) by the Customer to enter into and upon all premises or vehicle where the goods may be stored or use from time to time (with or without others) and to retake possession of and remove the same and the Customer hereby indemnifies the Supplier (against any claim action or damages arising out of any such action and against the cost of the same).
- d. If the goods are used in the manufacture of other goods the property in those other goods shall be transferred to the Company and they shall be stored so that they are clearly identified as the property of the Company provided that the purchaser may sell and deliver any such goods to a third party in the ordinary course of business.

**8. Returns &/or Order Cancellations**

- a. No return of goods or return freight charges shall be acceptable by the Company unless authorised by the Company in writing beforehand.
- b. Cancellation of order or return of equipment may incur re-stocking fees up to 100% of the order value. Applicable fees will be determined by Gastech Australia in reference to speciality of equipment supplied & reasons for return.
- c. Partially completed orders or special built equipment may also incur fees as determined by Gastech Australia if an order cancellation occurs prior to delivery.
- d. Goods returned for credit & subject to possible restocking charges will be accepted only if received in original condition. Equipment condition will be as determined by Gastech Australia.

**9. Quotations**

- a. Unless otherwise specified in writing:
- b. All quotations are priced in Australian Dollars (AUD)
- c. All pricing is quoted GST exclusive. GST (+10%) is additional & applicable for Australian domestic delivery &/or use.
- d. Quotations are valid for 30 days from date of issue by the Company.

**10. Quality Assurance**

- a. Gastech Australia operates under audited ISO9001 Quality Management Systems as accredited by BVQI. All supplied product & services conform to this standard.

**11. The Warranty**

- a. Gastech Australia Pty Ltd (**Gastech**) warranty is in conformity with following Warranty Against Defects.