

TERMS AND CONDITIONS OF SALE

1. Interpretation

“Company” means S E Weighing services Pty Ltd.

“Customer” means the purchaser of the goods from the Company.

“Goods” mean all goods sold and/or delivered by the Company to the Customer.

2. Application

These terms apply to all contracts for the sale of Goods by the Company.

No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.

3. Terms of Payment

Terms are strictly net and payment must accompany order unless prior arrangements have been made or unless the Customer has a 30 Day Account with the Company.

If the Customer has a 30 Day Account then payment by the Customer for goods delivered and accepted is due within 30 calendar days of the invoice date. If the Customer has failed to make payment of the account within the time specified in this clause then the following shall apply.

- All amounts owing by the Customer the Company no any account shall immediately become due and payable: and
- The Customer will pay interest on the overdue amount at the rate of 10% per annum calculated on a daily basis.

If an invoice is in dispute only the items in dispute are exempt from the 30 day payment period. Non adherence to these terms will constitute a material breach of this agreement.

4. Delivery

Upon acceptance of an order, the Customer will seek confirmation of the period of shipment. All quoted delivery dates are estimates only. The Company will not be liable to pay damages or compensation for any injury or loss sustained by the Customer in the event of

- a delay in consignment or delivery of the goods: or
- non delivery

5. Inspection and Acceptance

The Customer shall inspect all goods upon delivery and shall within 48 hours of delivery give notice to the Company of any matter or thing which the buyer alleges that the goods are not in accordance with the Customers order. Failing such notice and to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by the Customer.

6. Warranty and returns

All goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.

The Company will only be obliged to credit returned goods if they are in “**as new**” condition. No goods are eligible for return when more than two (20 months have passed since the purchase date.

7. Risk and insurance

The goods are entirely at the risk of the Customer from the moment of delivery to the Customer's point of delivery or on collection, even though the title in the goods has not passed to the Customer at the time.

The customer must, at it's own expense, maintain the goods and insure them for the benefit of the Company against theft, breakdown, fire, water and other risks as from the the moment of delivery to the Customer and until the title in the goods has passed to the Customer.

The Customer irrevocably authorises the Company at any time to enter into any premises upon which

- the Company's goods are stored to enable the Company to:
- inspect the goods and/or
- if the Customer has breached these terms and conditions, reclaim the goods.

The Customer and the Company agree that the provisions of this clause apply notwithstanding any arrangement pursuant to which the seller grants credit to the buyer.

8. Cancellation

Cancellation of or any changes to orders by the buyer are accepted only upon terms that protect the Company against any loss.

9. Force Majeure

The Company shall not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to transport stoppages, transport breakdown, fire , flood, acts of god, strikes, lock outs, work stoppages, wars, riots or civil commotion or any other circumstances beyond its reasonable control.

10. General

The company may at time to time alter these Terms and Conditions of Sale.

These terms and conditions and any contract including them shall be governed by the law of the State or Territory in which the Company accepts the Customers order and both parties submit to the jurisdiction of the courts of that state or Territory.