



Standard Terms and Conditions of Sale & Quotation

1. The sale of the goods referred to on the face of this document (the "goods") is subject to the following terms and conditions. Any inconsistent terms in Buyer's order or confirmation will not be binding on Seller. Any inconsistent terms in 'Specific Provisions of Sale' in our quotation or proposal document will supersede the relevant term in this document.
2. These terms and conditions may not be varied or added to or this Agreement terminated except in writing. No variation, addition, termination or waiver of any term or condition shall be binding on Seller unless in writing signed by Seller's duly authorised representative.
3. Unless otherwise provided, prices include freight, transportation, insurance, shipping, packing, storage and handling. In the case of overseas sales, unless otherwise stated all prices are expressed in Australian dollars and for goods free on board (FOB). The Buyer is responsible for all shipping, handling, freight, transportation, storage and insurance charges.
4. Except as otherwise provided by law, all sales, excise and similar taxes or duties which Seller may be required to pay or collect with respect to the goods or their supply to Buyer shall be for the account of Buyer. Where Buyer claims exemption from duty or tax, Buyer shall furnish appropriate exemption certificate to Seller.
5. Seller shall not be responsible for delays in delivery or failure to deliver due to causes beyond Seller's control including but not limited to acts of God, war, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or transportation, or shortages of or unavailability of raw materials, components or parts. The Seller shall be obliged to deliver at the earliest possible time.
6. The Buyer may not cancel an order without giving at least 30 days prior written notice of its intention to do so. Where an order is cancelled the Buyer shall pay to the Seller as liquidated damages an amount equal to the cost of all work completed by the Seller to the date of cancellation which amount shall be determined by the Seller in its absolute and sole discretion. The Buyer shall not be entitled to cancel an order after the goods have been despatched from the Seller's factory. The Buyer shall not be entitled to cancel an order after the goods have been despatched from the Seller's factory. The Seller may in its absolute discretion accept goods returned and credit the Buyer's account accordingly. Any goods returned for credit are subject to a 15% handling and restocking charge, which the Seller may deduct from the Buyer's credit account.
7. Seller shall not be liable for minor or normal variations in tolerance, dimensions, weight or quality.
8. Seller shall not be liable for any error, omission or inaccuracy in drawings or specifications provided or approved by Buyer. Alterations to the size or physical properties of goods will not be accepted for orders which are in production or are completed. If the Seller incurs additional costs of expenses by reason of the instructions or information given by the Buyer being incorrect or due to lack or insufficiency of instructions or due to any variations or amendments to the Buyer's requirements for the goods then such additional cost will be added to the price and will be paid by the Buyer in accordance with these Conditions.
9. Buyer is required to give written notice to Seller of any patent defect or other claim ascertainable upon reasonable inspection of goods within 30 days after receipt of goods. Seller shall be given reasonable opportunity to inspect goods where any such notice is given. Failure to so inform Seller shall be conclusive that Seller has satisfactorily performed.
10. Any failure by the Seller to deliver within the time stated shall not entitle the Buyer to repudiate the contract with regard to the balance remaining undelivered. If the Buyer requests and the Seller agrees to a deferment of delivery of goods the date from which delivery is deferred shall be deemed to be the date on which delivery is made. From that date until the date of actual delivery the Buyer shall pay a storage fee as nominated by the Seller.
11. Goods are warranted to be free from manufacturing defects. Goods which within 12 months after delivery to Buyer are found to be defective shall, provided they have been used as recommended, properly maintained and subjected only to normal wear and tear, be repaired or replaced at the option of Seller and at its expense. Such repair or replacement shall be the sole and exclusive remedy of Buyer and the Seller's liability shall be limited to such repair or replacement. Peripheral equipment, such as but not restricted to PCs, printers, weigh scales and scanners, provided that they have been used as

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recommended, properly maintained and subjected only to normal wear and tear shall have 12 months return to base warranty.

12. Seller makes no warranties either express or implied as to merchantability, fitness or otherwise with respect to the goods other than in previous paragraph and to the extent required by statute. In no event shall Seller be liable for any prospective profits or special, indirect or consequential damages or for any expense resulting from use by the Buyer or others of defective goods. Seller's liability shall in no event be greater than the sale price of the goods.
13. Seller may subcontract the performance of the whole or any part of this Agreement to any person.
14. The Seller shall not be liable for any representation or warranty given by the Buyer which has not been authorised by the Seller and the Buyer agrees to indemnify the Seller and keep it indemnified against any loss claim or expenses suffered by it arising from any breach or alleged breach thereof.
15. Payment shall be made within 7 days from date of invoice. If Buyer fails to comply with any terms of payment Seller may withhold further deliveries or at its option terminate this Agreement whereupon any unpaid money shall become immediately due. Interest at the rate of 1.5% per month shall, at the Seller's discretion, accrue on all amounts not paid by the due date and such interest shall compound monthly. For orders for value greater than \$ 10,000 EX GST, Twenty five percent (25%) of the total sales price shall be paid at the time of order, 70% at the time of delivery of the goods to the Buyer and the final 5% 30 days from date of invoice issued after final installation. In the case of sales outside Australia, twenty five percent (25%) of the total sales price shall be paid at the time of order, 70% at the time of delivery of the goods to the Buyer and the final 5% 30 days from date of invoice issued after final installation. Payment shall be in the form of an approved bank issued irrevocable documentary letter of credit in favour of the Seller.
16. Until payment title to the goods shall remain with Seller but at the risk of Buyer. In default of due payment, Seller may enter Buyer's premises to reclaim goods at any time without notice. Until title to the goods passes to the Buyer the Buyer shall be a bailee only of the goods and shall, unless otherwise agreed by the Seller, separately store the goods so that they are clearly identified as the property of the Seller. Any sale of the goods by the Buyer to a third party before the purchase price has been paid to the Buyer shall be deemed to be an absolute assignment of the proceeds of such sale from the Buyer to the Seller, and the Buyer shall account to the Seller in specie for all proceeds received by the Buyer. The Buyer will concur in directing any third party to pay the proceeds to the Seller and the proceeds will be held in trust for the Seller until paid to the Seller.
17. Seller may terminate this Agreement by notice in writing to Buyer if Buyer makes an assignment for the benefit of creditors, becomes insolvent or unable to pay its debts as they mature, proceedings are commenced by or against Buyer for winding up of Buyer or a receiver of the assets or business of Buyer is appointed, or if the Buyer commits any act of bankruptcy, enters into liquidation or provisional liquidation or a receiver and manager is appointed over the assets or business of the Buyer.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, and Buyer irrevocably submits to the jurisdiction of the Courts of that State and Country.
19. All rights and remedies of Seller under this Agreement are in addition to Seller's other rights and remedies and are cumulative not alternative.

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