

TERMS AND CONDITIONS

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| 1. Definitions | 4. Cancellation Of Orders | 6.2 |
| <p>1.1 In these conditions:</p> <p>‘Seller’ means Group Instrumentation Pty Ltd. ABN: 38 079 632 241 of 31/121 Kerry Road Archerfield Queensland Australia 4108.</p> <p>‘Buyer’ means the person, firm or company placing an order with Group Instrumentation.</p> <p>‘Goods’ means any products or services provided to the buyer by Group Instrumentation.</p> <p>‘Conditions’ means these terms and conditions of sale as amended by agreement with Group Instrumentation in writing.</p> | <p>4.1 No cancellation of any order by the buyer will be effective unless in writing and until accepted in writing by the seller.</p> <p>4.2 The seller reserves the right to refuse to accept any request for cancellation in its sole discretion. No cancellation will be accepted of orders for goods manufactured to special requirements or not normally stocked by the seller.</p> <p>4.3 If an order is cancelled in accordance with clause 4.1 above, then the buyer shall indemnify the seller against all loss, costs (including the cost of all labour and materials, goods or overheads incurred), damages, charges and expenses arising out of the order and the cancellation thereof.</p> <p>4.4 The seller reserves the right to charge a cancellation fee of 10% of the total order value in addition to any loss and costs claimed under clause 4.3 above.</p> | <p>6.2 Notwithstanding that title to the goods shall remain with the seller, the goods shall be at the risk of the buyer as soon as they are shipped from the seller’s premises. The buyer shall insure to their full value any goods wherein the risk but not the title has been passed to it and indemnify the seller for any loss, damage to or destruction of any such goods.</p> <p>6.3 Until title to the goods is transferred to the buyer, the seller reserves the right to enter the buyers premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods.</p> |
| 2. General | 5. Delivery | 7. Return of Goods |
| <p>2.1 By placing an order subsequent to receipt of these conditions, the buyer acknowledges that these conditions prevail over all conditions of the buyer’s order to the extent of any inconsistency, and supersede any conditions set forth in any previous dealings between the Buyer and the Seller.</p> <p>2.2 Nothing in these conditions shall be read or applied so as to exclude, restrict or modify; or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.</p> | <p>5.1 The date of delivery shall be the date upon which the goods are shipped from the seller’s premises or the services are performed at the premises designated by the buyer.</p> <p>5.2 The seller will make every reasonable effort to maintain estimated delivery dates, such estimated delivery dates shall not be of the essence and the seller shall not be liable for failure to deliver goods by such estimated date.</p> <p>5.3 The buyer shall inspect the goods immediately on delivery. Any shortages, breakages or apparent defects of goods must be reported in writing to the seller within 5 working days of delivery. If the customer does not give notice within such period the goods shall be deemed to have been accepted by the customer.</p> <p>5.4 The seller shall not be liable for any loss or breakage of the goods caused after the date of delivery as per clause 5.1 above.</p> | <p>7.1 The seller reserves the right not to accept any request by the buyer to return goods.</p> <p>7.2 If the seller agrees in writing to the return of goods, the buyer is responsible for any costs associated with returning the goods to the seller’s premises in a condition as close as reasonable to new.</p> <p>7.3 The seller reserves the right to charge a return fee of 10% of the total order value in addition to any costs incurred by the buyer under clause 7.2 above.</p> |
| 3. Prices and Payment | 6. Title | 8. Warranty |
| <p>3.1 Unless previously withdrawn, seller’s quotations remain current for the period stated in them or when no period is stated, for 60 days only after its date. After this time, the seller reserves the right to increase the fee payable by the buyer or withdraw the quotation. Notwithstanding the foregoing, the seller may accept or reject an order made by the buyer.</p> <p>3.2 The prices quoted for delivery of the goods are net ex-works prices exclusive of transit and installation costs. Transit and installation will be charged for separately if required by the buyer.</p> <p>3.3 All prices quoted are exclusive of GST.</p> <p>3.4 For non-account holders, payment for goods must be made before shipment of goods.</p> <p>3.5 For approved account holders, payment of goods must be made according to the terms specified on the invoice.</p> | <p>6.1 The legal and equitable ownership of all goods shall remain solely with the seller until payment in full of all amounts due (in respect to goods under this contract and all previous and future contracts between the buyer and the seller) have been received by the seller.</p> | <p>8.1 Subject to the remainder of clause 8 and clause 9, the seller warrants that goods supplied will be free of defects arising solely from faulty materials or workmanship for a period of 12 months, unless otherwise stated in writing by the seller.</p> <p>8.2 The warranty period shall begin from the date of delivery in accordance with clause 5.1 above, unless otherwise stated in writing by the seller.</p> <p>8.3 If the seller accepts that the goods are faulty or defective and under warranty in accordance with clause 8.1, the buyer’s sole remedy will be, at the election of the seller,</p> <ul style="list-style-type: none"> (a) The seller repairing the goods; (b) The seller replacing the goods; or (c) The seller supplying equivalent goods. <p>8.4 Subject to clause 9, the warranty in clause 8.1 will not apply if the buyer fails to have the goods inspected and serviced, in accordance with the product manufacturer and the seller recommendations, by a representative of the seller or competent person as agreed to by the seller in writing.</p> |

- 8.5 Subject to clause 9, the warranty in clause 8.1 will not apply if damage or defect arises from:
- Fair wear and tear.
 - Use of accessories including consumables, hardware or software which were not supplied by or approved in writing by the seller.
 - Improper adjustment, calibration or operation by the buyer.
 - Use of the goods other than for the purpose for which they were intended.
 - Any modification of the goods which was not authorised in writing by the seller.
 - Any contamination or leakages caused or induced by the customer.
 - Any use or operation of the goods outside of the physical, electrical or environmental specifications of the goods.
 - Any misuse, mistreatment or neglect of the goods.
 - Inadequate or incorrect site preparation.
 - Inadequate or improper maintenance of the goods.
 - A defect, damage or failure of any goods not supplied by the seller.
 - Any event outside the reasonable control of the seller.
- 8.6 If a warranty claim is made, the buyer shall be responsible for any costs related to packaging and shipping the goods in relation to the claim.
- 8.7 The buyer shall be responsible for the organising and any costs related to any necessary calibration of goods after or during a warranty claim.
9. **Liability**
- 9.1 Subject to clause 9.4, if, in spite of provisions in these conditions which purport to exclude or limit the seller's liability, the seller is found liable, then the seller's liability, for breach of contract, in tort (including negligence) or otherwise, shall be limited to the price of the goods in connection with which such liability arises.
- 9.2 Subject to clauses 8 and 9.4, the seller gives no warranties and makes no representations in relation to these conditions, and, to the fullest extent permitted by law, any warranties expressed or implied, statutory or otherwise are hereby excluded. In particular, any representation or warranty to merchantability, satisfactory quality or fitness for any particular purpose is hereby excluded.
- 9.3 Subject to clause 9.4, under no circumstances shall the seller be liable, for breach of contract, in tort (including negligence) or otherwise, for any loss of profit, revenue, savings, goodwill, business or other financial loss of any kind, or for any indirect or consequential loss whatsoever arising out of or in connection to these conditions.
- 9.4 If the Trade Practices Act 1974, or any other legislation implies a condition or warranty into these conditions in respect of goods or services supplied, and the seller's liability cannot be excluded, but may be limited, clauses 8.3, 9.1, 9.2 and 9.3 do not apply to that liability and instead the supplier's liability for such breach is limited to, in the case of a supply of goods, the seller replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, the seller supplying the services again or paying the cost of having the services supplied again.
- 9.5 Any perceived advice given by the seller or its agents, is purely opinion and the seller will not be held liable for any retribution, either financial or otherwise, arising out of or in connection to these opinions.
10. **Force Majeure**
- 10.1 If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the seller, the seller is unable to perform in whole or in part any obligation under this agreement the seller is relieved of that obligation to the extent and for the period that it is so unable to perform and is not liable to the buyer in respect of such inability.
11. **Indemnity**
- 11.1 The buyer indemnifies on a continuing and on a full indemnity basis the seller from and against any liability, loss, expense or demand for or arising from any actual or alleged false, misleading, deceptive or misdescriptive representation or statement made by the buyer in respect of the goods to any person.
12. **Taxes**
- 12.1 The buyer must pay all stamp duty, taxes, duties, government charges and other taxes of a similar nature (including interest, fines and penalties) assessed or payable in Australia or overseas in connection with this agreement.
- 12.2 Except under clause 12.3, the Consideration for a Supply made under or in connection with this agreement does not include GST.
- 12.3 If a Supply made under or in connection with this agreement is a Taxable Supply, then at or before the time the Consideration for the Supply is payable,
- The buyer must pay to the seller an amount equal to the GST for the supply (in addition to the consideration otherwise payable under this agreement for that supply); and
 - The seller must give the buyer a Tax Invoice for the supply.
- 12.4 If either party has a right under this agreement to be reimbursed or indemnified by another party for a cost incurred in connection with this agreement, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified or any other person entitled to the Input Tax Credit (if any).
- 12.5 In clauses 12.2, 12.3 and 12.4 capitalised terms have the meaning given to them in the "A New Tax System (Goods and Services) Tax Act 1999"
13. **No Wavier**
- 13.1 The failure of any part to enforce the provisions of these conditions or to exercise any rights expressed in these conditions is not to be a waiver of such provisions or rights and does not affect the enforcement of this agreement.
14. **Buyer's Property**
- 14.1 Any property of the buyer under the seller's possession, custody or control is completely at the buyer's risk as regards to loss or damage caused to the property or by it.
15. **Storage**
- 15.1 The seller reserves the right to make a reasonable charge for storage if agreeable delivery instructions are not provided by the buyer within 14 days of a request by the seller for such instructions.
- 15.2 The parties agree that the seller may charge for storage from the first day after the seller requests the buyer to provide delivery instructions.
16. **Publicity**
- 16.1 Unless otherwise informed in writing by the buyer, the seller reserves the right to use the buyer's name, logos and images for promotional purposes.



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17. **Validity**

- 17.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of these conditions and the remainder of the provisions in question shall not be affected thereby.

18. **Buyers Acknowledgement**

- 18.1 The buyer acknowledges that these conditions are reasonable and reflected in the price and the buyer accepts the risks of the buyer associated with these conditions of sale and/or shall issue accordingly.

19. **Place Of Contract**

- 19.1 The contract for sale of the goods is made in the state of Queensland Australia.
- 19.2 The parties submit all disputes arising between them to the courts of such state and any court competent to hear appeals from those courts of first instance.