



RAPID-TECH EQUIPMENT PTY LTD CONDITIONS OF SALE

The following are the terms and conditions for sale of goods by Rapid-Tech Equipment Pty Ltd (A.B.N. 68 168 683 403) **PROVIDED HOWEVER** that any condition contained which may be deemed to be in contravention of the Trade Practices Act 1974 and other statute rules and regulations in force in Australia shall not apply to the Contract.

1. General.

Orders are accepted subject to the following terms and conditions and the placing of an order with the company is deemed to be acceptance of such terms and conditions by the customer. No variation or modification of, or substitution for, such terms and conditions shall be binding unless expressly accepted by the company in writing.

2. Quotations.

Subject to exchange rate fluctuations, Quotation validity is as stated in our quotation. Prices do not include delivery or installation, unless separately specified.

3. Prices/Exchange Fluctuations.

Unless items are sold "ex-stock", prices are based upon a conversion rate of \$A1.00 at the date of the quotation unless otherwise stated. Exchange rate variations of 1% or more in value of the Australian Dollar will be to the customer's account as specified in the quotation.

4. Discounts.

Any discount given is subject to payment being made in full within the payment terms that are stated on the invoice. Rapid-Tech Equipment reserves the right to invoice any discount that has been given if payment in full is not made within the payment terms.

5. Validity.

Where an offer is subject to a validity statement the quotation may be considered firm within that period, except for exchange rate variations and changes to Government charges (eg. G.S.T., Duty, etc). Beyond the validity period, revalidation of the entire quotation must be sought to ensure acceptance of the order.

6. Ex-Stock Items.

Any items quoted ex-stock are subject to availability at the time of receiving your order and prior sale.

7. Delivery.

Items will be available ex Rapid-Tech Equipment premises. Prices do not include delivery. A handling and delivery charge will be added to all orders unless the goods are collected from Rapid-Tech Equipment's office. This charge is a minimum of \$15.00.

8. G.S.T.

G.S.T. (Goods & Services Tax) will be charged at the current applicable rate on the total of all invoices.

9. Customs Duty.

Items quoted as "duty paid" include applicable Import Duties. If items are not quoted as "duty paid" any applicable Import/Customs Duty will be to the account of the Customer.

10. Payment/Property.

Payment terms are strictly 14 days nett unless otherwise stated. **Title for goods shall not pass until payment is made in full**, including all applicable duties, taxes and charges.

11. Cancellation.

Cancellation of orders will only be accepted if received by us in writing and in the case of "Indent Items", prior to the goods being shipped by our supplier. A cancellation fee amounting to 15% of the value may be charged.

12. Special License.

In the event that any item of equipment or component of an item contains a copyright work or other thing to which industrial property rights subsist, usage thereof shall be by way of license only upon the terms and conditions of the owner's license. Customer shall not do or cause or permit to be done anything in contravention of such license and subject to all limitations and obligations imposed by such license.

13. Copyrights.

In the events that any item of equipment or component contains or constitutes a copyright or licensing agreement then all rights in respect thereof are reserved and customer shall not do or authorise or permit to be done anything which contravenes such copyright or license.

14. Loan Equipment.

Equipment that is on loan to a customer must be returned at the end of the loan period in "as new" condition including all manuals, accessories and equipment boxes. If this condition is not met then the customer will be invoiced for the equipment. Safe keeping and insurance for the loan equipment is the responsibility of the customer whilst the equipment is on loan.

15. Warranty/Liability.

Many of our products come with a guarantee or warranty from the manufacturer. In addition, they come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Full details of your consumer rights may be found at www.consumerlaw.gov.au

The terms of the warranty are that subject to proper usage and compliance with operating procedures, each item of equipment is of merchantable quality and reasonably fit for the purpose in which it was designed. Customer acknowledges that it has not relied upon any statement or representation by Rapid-Tech Equipment in respect of the purpose for which customer desires to use the equipment and that Rapid-Tech Equipment is not responsible or liable for the failure or unsuitability of equipment to meet customer's purposes.

If the failure has been caused by misuse, neglect, accident or abnormal conditions of operation or use contrary to manufacturer's recommendations, the warranty shall not apply and any repairs will be billed at the normal rate. In such case an estimate will be submitted before work is commenced if requested. Rapid-Tech Equipment's liability is limited to the above. Under no circumstances whatsoever shall Rapid-Tech Equipment be responsible for any so called "consequential loss" items whatsoever.

16. Export Denial.

Note: Products sourced in the U.S.A. are subject to U.S. export control laws. Re-export of these products without valid U.S. export licenses is prohibited. Rapid-Tech Equipment must fully comply with U.S. export regulations and our written consent obtained if products are to be exported. Under no circumstances will sales or service be carried out contrary to U.S. export regulations. No transactions will be accepted from individuals or firms listed in the Table of Denial Orders. If we are aware of an intended re-export of a commodity, we will, when at all possible, obtain the name of the end user in the re-export destination and also screen this party against the Table of Denial Orders.