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STANDARD TERMS AND CONDITIONS OF QUOTATION AND SALE

The terms and conditions of the supply of goods and services are set out herein and cannot be varied except in writing by the Seller. These terms and conditions constitute the entire agreement between the Buyer and the Seller.

1. Quotations

- 1.1. Unless otherwise stated, quotations are valid for 30 days. Provision of a Quotation does not impose any obligation to sell and no contractual relationship shall arise from it until the Buyer's order has been accepted by the Seller.
- 1.2. The Buyer cannot impose any conditions on its order or acceptance of a Quotation.
- 1.3. Notwithstanding clause 1.1, the Seller is entitled to vary the quoted price if the Buyer requires delivery of the goods outside normal working hours or to an address other than that specified in the Purchase Order and such change increases the cost to the Seller of performing the contract.
- 1.4. Notwithstanding clause 1.1, the Seller is entitled to vary the quoted price for imported goods at any time prior to delivery if the currency used to quote has shifted by more than 2.5% between the date of the quote and the date of invoice.
- 1.5. The price quoted for hiring any fitting tools and/or equipment in conjunction with goods supplied is subject to change if there is any change in quantity or type of goods purchased.

2. Price

- 2.1. The quoted price does not include GST, which will be charged to the Buyer at the time of invoicing.
- 2.2. The quoted price does not include cost of delivery, which will be charged to the Buyer at the time of invoicing.

3. Orders

- 3.1. The Buyer must order the goods from the Seller in writing and each order must specify:
 - (a) the date of the placement of the order;
 - (b) the description of the goods ordered; and
 - (c) the delivery address and any other delivery requirements.
- 3.2. Orders are subject to approval of the Seller's Credit Department. If in the Seller's opinion, the financial conditions of the Buyer warrant it, the Seller may at any time alter or suspend credit, refuse shipment or cancel unfilled orders.
- 3.3. The Buyer may change the Order only if such changes are accepted in writing by the Seller. The Buyer will be liable for all costs, expenses and liabilities incurred by the Seller in respect to such changes.
- 3.4. Cancellation of an Order after acceptance by the Seller can be made only with the Seller's written consent, and upon terms that fully compensate the Seller for any loss associated with the cancellation.

4. Acceptance of orders

- 4.1. The Seller may decline any Order received from the Buyer by written notice to the Buyer within 14 days of receipt of the Order by the Seller. Any Order not declined pursuant to this clause binds the Seller.

5. Unfilled orders

- 5.1. If the Seller is, or expects to be, unable to fill a Order, whether before or after the Seller has accepted that Order, the Seller must immediately

notify the Buyer, and the Buyer may fill that Order by sourcing substitute products from an alternative supplier, and shall not have any liability to the Seller under this Agreement in relation to the unfilled Order.

6. Payment

- 6.1. If the Buyer has a credit account with the Seller, payment for the goods and services must be made within 30 days of the end of the month in which the goods and services were invoiced.
- 6.2. If the Buyer does not have a credit account with the Seller, the quoted price must be paid in full on or before delivery.
- 6.3. Any Order over \$10,000 must be paid in full on or before delivery, regardless of whether the Buyer has a credit account with the Seller.
- 6.4. The Buyer is not entitled to withhold payment or deduct any amount from the quoted price in respect of any setoff or counterclaim.
- 6.5. Failure to pay an instalment by the Buyer may result in the Seller, in its absolute discretion and without any prejudice to any other remedy it may have, postponing any of its obligations under the Order and/or any other Order the Buyer has until such payment is made. If any costs are incurred by the Seller in respect to such failure to pay, the Seller may charge those expenses to the Buyer.
- 6.6. Interest will accrue on unpaid invoices at a rate identical to the then current Reserve Bank of Australia Cash Rate.

7. Delivery of orders

- 7.1. The delivery date will be calculated as 30 days from the date of Order, unless otherwise agreed in writing. Though every effort will be made by the Seller to keep to the delivery date promised, the Seller takes no responsibility for any loss or damages occasioned by delays in delivery.
- 7.2. The Seller will determine the route and manner of delivery of the goods.
- 7.3. The goods will be delivered to the address provided by the Buyer even if the premises are not attended by the Buyer at the time of delivery.
- 7.4. The delivery records of the Seller shall be proof of delivery of the goods to the Buyer.
- 7.5. If the Seller cannot deliver the goods by reason of any Act of God or public enemy, flood, earthquake, landslide, storm, cyclone, tornado, hurricane, lightning, fire, explosion, disruption to the road or rail networks, epidemic, quarantine, radiation, radioactive contamination, war, embargo, riot or civil disturbance, martial law, strike or other labour dispute, sabotage, expropriation, confiscation or requisitioning of facilities, power shortage, breakdown of plant, machinery or equipment, or shortages of labour, transportation, fuel, power, plant, machinery, equipment or raw materials, orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction and any other matter or event which is beyond the control of the Seller and which the Seller could not take reasonable measures to prevent or mitigate the effects thereof, the Seller will be under no



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- liability whatsoever to the Buyer and will be entitled at its option to either terminate the Order or to extend the time of its performance.
- 8. Liability**
- 8.1. Goods supplied within the previous 12 months are covered by the manufacturer's warranty. The warranty does not cover damages or defects due to outside action, lack of care, overload, unsuitable lubricant, natural wear, incorrect choice of product, faulty fitting or other circumstances beyond the Seller's control.
- 8.2. The Buyer shall immediately notify the Seller in writing upon discovery of any defect in the goods. The Buyer shall not perform any remedial work without the written consent of the Seller to do so.
- 8.3. To the extent permitted by statute, the liability of the Seller, if any, shall be at the Seller's option and shall be limited to:
- a) Replacement or resupply of the goods by the Seller; or
- b) Repair of the goods.
- 8.4. If the Seller, its servants or agents provides any service or advice to the Buyer or its agents, it is provided in good faith and the Seller shall not be liable for any loss or damage arising therefrom.
- 8.5. The Seller will be under no liability whatsoever for any loss, injury or damage suffered by the Buyer arising out of the any act or omission (whether negligent or otherwise) by the Seller, its servants or agents in any way related to or arising out of the Order.
- 9. Passing of risk**
- 9.1. Risk in each Order passes to the Buyer upon delivery of that Order to the Buyer or collection of that order by the Buyer's agent or courier as the case may be.
- 10. Passing of title**
- 10.1. Title to the goods constituting an Order passes to the Buyer free of encumbrances and all other adverse interests upon payment in full by the Buyer being received by the Seller in relation to such Order. Until title to the goods passes to the Buyer, the title of the Seller is a security interest.
- 11. Rights in relation to the goods**
- 11.1. The Seller reserves the following rights in relation to the goods until all accounts owed by the Buyer to the Seller are fully paid:
- (a) ownership of the goods;
- (b) to enter the Buyer's 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; and
- (c) subject to, and in accordance with, the Personal Property Securities Act 2009, to keep or resell any goods repossessed pursuant to paragraph (b) above.
- 11.2. If the goods are resold, or products manufactured using the goods are sold, by the Buyer, the Buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the Seller and shall pay such amount to the Seller upon request. Notwithstanding the provisions above, the Seller shall be entitled to maintain an action against the Buyer for the purchase price and the risk of the goods shall pass to the Buyer upon delivery.
- 12. Personal Property Securities Act 2009 (PPSA)**
- 12.1. This Agreement is a security agreement.
- 12.2. The interest of the Seller in the goods and all proceeds from the sale of the goods by the Buyer to a third party is a security interest.
- 12.3. The Buyer consents to the Seller registering its security interest on the Personal Property Securities Register and agrees to provide all assistance reasonably required by the Seller to facilitate registration.
- 12.4. Until such time as title in the goods has passed to the Buyer as contemplated above, the Buyer agrees not to in any way assign, charge, lease or otherwise deal with the goods in such a manner as to create a security interest over the goods in favour of the Buyer or any third party. The parties agree that this clause will not prohibit the Buyer from selling the goods in the ordinary course of business.
- 12.5. The Buyer waives its rights to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by that Act and cannot be excluded.
- 12.6. The Seller and Buyer agree that this Agreement and all related information and document(s) are confidential (Confidential Information) and will not be disclosed to unauthorised representatives or third parties, except to the extent disclosure is permitted by this Agreement or required by law. The Seller and Buyer agree that the Seller will not disclose the Confidential Information pursuant to a request under section 275(1) of the PPSA.
- 12.7. Unless the goods are used predominantly for personal, domestic or household purposes, the Seller and the Buyer agree each of the following requirements or rights under the PPSA do not apply to the enforcement of the Seller's security interest in the goods or of this Agreement:
- (a) any requirement for the Seller to give the Buyer a notice of removal of accession;
- (b) any requirement for the Seller to give the Buyer a notice of the Seller's proposed disposal of the goods;
- (c) any requirement for the Seller to include in a statement of account, after disposal of the goods, the details of any amounts paid to other secured parties;
- (d) any requirement for the Seller to give the Buyer a statement of account if the Seller does not dispose of the goods;
- (e) any right the Buyer has to redeem the goods before the Seller exercises a right of disposal; and
- (f) any right the Buyer has to reinstate this Agreement before the Seller exercises a right of disposal of the goods.
- 12.8. Expressions defined in the PPSA have the same meaning when used in this Agreement.
- 13. Governing law**
- 13.1. These Terms and Conditions are governed by and subject to the laws of New South Wales.