



TERMS AND CONDITIONS OF SUPPLY

1. DEFINITIONS

In these conditions the following are defined as:

- a. "Customer" means any entity, including an incorporated or unincorporated business or subcontractor and who acquires Goods from Ausquip
- b. "Goods" means the products supplied by Ausquip to the Customer.
- c. "Services" means the services supplied by Ausquip to the Customer.
- d. "PPSA" means Personal Properties Securities Act 2009.

2. GENERAL

- a. These conditions apply to all Goods supplied by Ausquip Australia Pty Ltd as from **January 1 2017** and the customer is expected to have read and agreed to these Terms and Conditions prior to placing any orders.
- b. Ausquip Australia reserves the right to add, vary or change these conditions at any time and will be effective from the date of publication.

3. PAYMENT AND INVOICING

- a. The Customer is to pay Ausquip Australia all money owing for the Goods and Services and associated charges, as set out in any invoice either prior to shipments or in 30 days from the end of the month of issue unless otherwise agreed to writing.
- b. The invoice will be issued to the Customer once the goods have been supplied by Ausquip. Where the supply of goods requires pre-payment or deposit an invoice or Pro-Forma invoice will be issued for payment within the agreed period prior to delivery.
- c. Where no credit account has been approved, sought or previously withdrawn, Goods must be paid for in full once an order has been placed.

4. DELIVERY

- a. Despatch dates made known to the customer are estimates and based on all known information we have at the time, if in the event this changes for any unforeseen reason Ausquip will advise the customer as soon as possible.
- b. Delivery Times are estimates only, Ausquip will not be held liable for late delivery.

5. RISK ON DELIVERY

Ausquip ensures that all goods are shipped and packed sufficiently for delivery to the customer to ensure they are not damaged and in good condition upon arrival. Ausquip will not be held liable for any damage to the Goods during shipping.

6. RETURNED GOODS

If in the event a customer orders incorrectly or changes their mind about the goods they have ordered they can only be returned and issued a credit within 14 days of receipt of delivery. Any request for a refund in those circumstances within the 14 days of sale or order will be considered by Ausquip, however maybe refused depending on the circumstance. When a refund is granted in those circumstances a 10% restocking fee may be applied and deducted from the refund total.

7. REPLACEMENT POLICY

Ausquip will issue credits or replacement stock for goods when:

- a. It is determined there has been a manufacturing fault.
- b. It is determined there has been an error in production or packing.
- c. The Customer returns the Goods to Ausquip at their expense and provides an invoice as confirmation of sale.

When applicable, Ausquip goods come with guarantees that cannot be excluded under Australian Consumer Law. Customers are entitled to a refund for major failure and for compensation for any other foreseeable loss or damage. If the Australian Consumer Law applies you are also 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. Any returned hoses will then become property of Ausquip.

8. LIMITATION OF LIABILITY

Assuming that the Goods or Services sold by Ausquip are not for personal, domestic or household purposes, Ausquip's liability under any guarantee or warranty, whether express or implied by the Australian Consumer Law or any other relevant legislation is limited to:

- a. the replacement of the goods
- b. the supply of equivalent goods;
- c. the repair of the goods;
- d. the payment of the cost of replacing the goods or of acquiring equivalent goods;

9. ACCEPTANCE OF CLAIMS

Customers must notify Ausquip first by phone, then via email to advise Ausquip of the claim. Photographic evidence is encouraged to be sent prior to sending any products back to Ausquip when possible. Ausquip reserves the right to judge each warranty claim on its merits and gives no warranties on goods supplied to the Customer if it has been found they have been used incorrectly misused, mishandled or the goods have suffered from abnormal wear and tear or extreme environmental conditions. Once an issue or warranty claim has been raised we will investigate and determine the cause, issue a report and remedy the situation how appropriate upon consultation with the Customer.

10. WARRANTY PERIODS

Ausquip provides the following warranty periods from manufacturing and assembly faults and failures for the following;

LPG Bowser Hose Assemblies	5 years
LPG Delivery Hose Assemblies	5 years
Petrol Bowser Hose Assemblies	2 years
Other Hose Assemblies (assembled by Ausquip)	2 years
Bulk Hoses and Fittings	2 years

Any credits issued or replacement stock supplied will be invoiced on a pro rata basis from the month the hose was supplied:

<u>Month from Purchase</u>	<u>Discount on Replacement Hose</u>
0-6	Free
6-12	80 %
12-24	60 %
24-36	40 %
36-48	20 %
48-60	10 %

11. USE OF GOODS

- The Customer must only use the Goods for the purpose for which they were intended and designed.
- The Customer ensures operators that are using the Goods are suitably instructed and trained for the safe and proper use and handling of the Goods.
- The Customer complies with Occupational Health and Safety laws relating to the use of the Goods.

Any evidence of the above can void any warranty claims.

12. LIABILITY OF DELAY

Ausquip will always endeavour to resolve any issues as promptly as possible in order to avoid any disruptions to the Customers normal operations, however will not be liable for any delays should they occur.

13. RIGHTS IN RELATION TO GOODS

Ausquip reserves the following rights in relation to the Goods until all accounts are fully paid.

- a. Ownership of the Goods.
- b. Access to enter the Customer's premises or where the goods are without liability and retake possession of the Goods.
- c. Keep and/or resell any Goods that have not been paid for.

14. INSOLVENCY

The Customer will be in breach of these Terms and Conditions if the Customer becomes insolvent, bankrupt, enters any form of administration, receivership or liquidation. All customers are added to Australian Government PPSR as standard procedure for rights as secured creditors.

15. APPLICABLE LAW

The supply of the Goods and Services by Ausquip to the Customer is governed by the laws and courts of the state where the supply takes place.

16. QUOTATIONS

- a. Unless otherwise stated all quotations are valid for 90 days from the date of quotation.
- b. Any additional costs that are incurred as a result of customer changing their order for any reason will require quotations to be revised and agreed to prior to delivery.