



CONDITIONS OF SALE

- 1. General**

These Conditions of Sale apply to the sale of items and equipment included in the current issues of the Electronic Circuit Designs Pty Ltd (the Company) price lists, or where a quotation is made, they shall form part of that quotation. No variation or cancellation of any of these Conditions of Sale shall be binding on the Company unless assented to by the Company in writing.
- 2. Precedence**

In the event of conflict between these conditions and those which may be included in, or implied by, any document forming part of any enquiry, specification, quotation, order or contract, then these conditions prevail except in as far as they are expressly varied by the Company in writing or otherwise by law
- 3. Acceptance**

A quotation is not to be construed as an offer or obligation to sell and the Company reserves the right to accept or reject any orders received.
- 4. Validity**

Unless otherwise stated, quotations are open for acceptance for a period of 30 days from date of quotation and thereafter are subject to confirmation before acceptance.
- 5. Cancellation or variation**

A contract may, at the Company's option, be terminated in the event of insolvency of the purchaser or of execution being levied against any of the goods of the purchaser or of the purchaser being placed in liquidation, whether voluntarily or otherwise.
An order may be varied only if such variation is accepted by the Company in writing and any variation or cancellation by the purchaser (whether or not it has been agreed to by the Company) may only occur on terms which will provide for the Company to be indemnified by the purchaser against any loss or damage.
- 6. Information and drawings**

All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by the Company or otherwise contained in catalogues, price lists and other advertising matter of the Company are approximate only and are intended to be by way of general description of the goods and shall not form part of the contract unless certified by the Company in writing.
- 7. Performance**

Any performance figures given by the Company are based on the Company's experience and are such as the Company expects to obtain on test. The Company is under no liability for damages for failure to attain such figures unless the Company has specifically guaranteed them in writing, subject to recognized tolerances applicable to such figures.
- 8. Prices**
 - (a) All prices are subject to change without notice and all orders are accepted by the Company on the condition that they will be invoiced at the prices ruling at the date of dispatch. All prices are strictly net unless where otherwise stated.
 - (b) Where the purchaser requires freight to be prepaid, all expenses will be to their account at cost.
 - (c) All prices shown in published catalogues or price lists are recommended selling prices only and there is no obligation on the part of any reseller to maintain the same prices.
 - (d) The quotation includes only such goods as specified in it. Goods offered ex stock are subject to prior sale and delivery time quoted is without engagement
- 9. GST**

Means Goods and Services Tax.
The prices quoted do not include GST unless specifically stated.
For Australian sales GST will be added to the price of the goods and the Company will provide a tax invoice.
- 10. Minimum order values**

There are no minimum order values.
- 11. Delivery charge**

A delivery or freight charge per order, charged at the rate applicable at the time of delivery, shall be applied on all orders which are delivered to a customer's premises. This amount will be shown as a separate item on all invoices.
The delivery charge will not be applied to the supply of equipment back orders from an original order, which is beyond the control of a customer.
- 12. Terms of payment**

Payment terms are 30 days from end of month (30 days EOM) unless otherwise stated. The Company reserves the right to withhold at any time supply to the purchaser of further goods and services in the event the purchaser fails to comply with the Company's terms of payment
The Company may also defer or cancel any outstanding balance of an order and may enter upon the purchaser's premises or elsewhere as provided in Clause 17.
- 13. Packing**

Unless stated otherwise in the quotation, the price quoted includes packing in accordance with the Company's standard practice. Any other packing requested by the purchaser or deemed necessary by the Company will be charged for in addition to the price quoted.
- 14. Delivery**

The delivery period quoted commences from the date the Company receives an official purchase order and any required components and technical information from the purchaser. Quoted delivery dates are subject to confirmation when placing the order. The Company is not in any event liable to the purchaser for any loss of profits or any other consequential loss or damage caused to the purchaser by any delay in the delivery or any non-delivery of the goods or any part of them.
- 15. Storage**

If delivery is delayed for any reason beyond the Company's reasonable control for a period of 30 days after the date on which the purchaser is notified that the contract goods or any completed items forming part thereof are ready for delivery, the risk of such goods shall forthwith pass to the purchaser. If the purchaser fails to take delivery of the goods in accordance with the preceding sentence, the Company may arrange suitable storage of such goods at the Company's premises or elsewhere and all costs of or incidental to such storage must be borne by the purchaser. The purchaser must, on demand, pay to the Company all costs of storage, insurance, demurrage, handling and other charges incidental to such storage.
If delivery is delayed for any reason beyond the reasonable control of both the Company and the purchaser after the period stated in the preceding paragraph of this clause, the costs of storage, insurance, demurrage, handling and other charges incidental to such storage shall be shared equally between the parties and the risk in the goods remains with the Company.
- 16. Damage or loss in transit**

Where carriage is the responsibility of the Company, the Company will repair or may replace free of charge contract goods lost or damaged in transit to the contractual point of delivery provided written notice of such loss or damage is given to the Company within 7 days of delivery or expected delivery, or within such times as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit.
- 17. Property and risk**

Property of the goods supplied by the Company shall not pass to the purchaser until such time as these goods have been paid in full.
Until the goods have been fully paid for:
 - (a) The Company may by its servants and agents enter the purchaser's premises or elsewhere at any time without notice to inspect the goods.
 - (b) The purchaser must store them including other goods into which the goods have been incorporated, in such a manner as to show clearly that the goods are the property of the Company.
 - (c) The purchaser must deliver up the goods to the Company on demand, and in default of delivery, the Company may by its servants and agents enter the purchaser's premises or elsewhere at any time without notice to repossess the goods.
 - (d) To the extent (if any) that the property in and legal title to the goods has passed to the purchaser by operation of law, then the Company has a specific lien over the goods until paid for in full.
 - (e) The purchaser is not entitled to make any deductions from the price of the goods for any set off or counter claim.Where carriage is the responsibility of the Company, this obligation shall be subject to the provision of clause 16. The whole of this clause applies notwithstanding any arrangements under which the Company grants credit to the purchaser.
- 18. Credits**

Standard products of the Company may be returned for credit, provided the goods:
 - (a) are returned within 7 days of delivery, free to the Company's warehouse
 - (b) are accompanied by a delivery docket stating the Company's original invoice number and a reason for the return
 - (c) are returned in an unsoiled, undamaged and resaleable condition, in their original packingGoods will not be accepted for return after 7 days from date of delivery unless by prior arrangement.
If goods have been supplied by the Company on a built to order or indent only basis, the Company will not accept them for return unless they are faulty or have been wrongly delivered.
- 19. Electrical drawings**

The purchaser must not alter, or in any way tamper with Company supplied electrical drawings (prints). Any modifications to prints must be approved by the Company for re issue.
- 20. Copyright, licences, patents and industrial property**
 - (a) Copyright licences, patents and design rights for all engineering design, software, and hardware supplied by the Company remain the property of the Company and shall not be available in any form to third parties, nor re-used by the purchaser, unless agreed to in writing by the Company.
Any software supplied by the Company may be used by the purchaser only on the Company equipment configuration specified.
 - (b) The purchaser must not alter, remove, or in any way tamper with any of the trade or other marks or numbers of the Company or its principals attached to or placed on the goods.
- 21. Training and Engineering assistance**

Any training, engineering or technical assistance provided by the Company, not already covered by any other clause herein or other condition of contract as applicable, will be charged at the labour rate ruling at the time, including travel and stand-by time, plus expenses at cost..
- 22. Warranty**

All goods which are of the Company's own manufacture or of the Company's principal's manufacture and supplied by the Company, are guaranteed against faulty workmanship, materials or design for a period of six months from the date of dispatch after which all liability on the part of the Company ceases. Faulty items must be returned by the purchaser and received by the Company, before a replacement item is issued by the company. Any repairs that the Company undertakes are guaranteed for a period of six months in respect only of the components that are the subject of the repair. The Company's liability for any loss, injury or damage shall be limited to making good by replacement or repair of defects which appear under proper use provided that the Company is permitted to inspect defects before replacement, the defective components being returned free into the Company's store. Any unauthorized repairs or alterations to the equipment invalidate this warranty. In the case of goods not of the manufacture of the Company or of its principals, but supplied by the company, the Company undertakes that it will, if requested in writing by the purchaser, make all reasonable endeavours in assisting the purchaser to obtain from the manufacturer the benefit of any guarantee or warranty which the manufacturer may have expressly given as to the quality or fitness for any purpose of the goods, except as may otherwise be provided for by law. The company shall not be liable under any circumstance, for any loss of profits or consequential loss or damage suffered by the purchaser in consequence of any defect in material or workmanship of such goods or the failure of the goods to perform in accordance with any performance figure stated. There are no expressed or implied warranties given by the Company in respect of Proprietary software. The only warranty that is applicable is the warranty supplied by the owner of the software and the purchaser must comply with all reasonable conditions of such warranty.
- 23. Indemnity**

The purchaser must comply with all instructions of the Company in relation to the fitting, installation and use of the goods. Notwithstanding such compliance, the purchaser must keep the Company indemnified against all claims expenses and liabilities of whatever nature including, without limiting the generality of the foregoing, claims for death, personal injury, damage to property, and consequential loss, including loss of profit which may be made against the Company or which the Company may sustain pay or incur arising out of the manufacture or sale of the goods, unless the same is directly and solely attributable to any breach of contract or by negligence of the Company or its authorized employees or agents.
- 24.** These conditions are to be so construed as not to infringe any State or Commonwealth legislation, and if necessary they shall be read down to such extent necessary to ensure they do not so infringe. In the event that any conditions cannot be read down so as not to infringe it shall be deemed to be void and severable.