



GENERAL CONDITIONS OF SALE

The following Conditions of Sale are of general application in respect of offers to sell, quotations, contracts and other commercial transactions for the supply by A. T Hydraulics Pty Ltd hereinafter referred to as A. T Hydraulics of goods or services. These conditions of sale shall be coexistent with and be read in conjunction with any Special Conditions of Sale except where the latter specifically vary or override these General Conditions or any of them.

- 1. Validity.** Unless otherwise stated this offer is subject to withdrawal or change at any time until the Purchaser's order has been received and accepted by A. T Hydraulics.
- 2. Purchaser's Responsibility.** Unless otherwise stated it shall be the purchaser's responsibility to obtain and provide any access, services, facilities, permits, approvals or licences as may be necessary or required for the performance of the work.
- 3. Payment.** Unless otherwise specifically agreed in writing between the parties, the terms of payment for the goods shall be C.O.D.
- 4. Price Variations.** If for any reason beyond the control of A. T Hydraulics, cost of material, labour, manufacturer, freight, insurance, primage, storage, and/or delivery of goods and any costs ancillary thereto, or the applicable rates of Sales Tax, Stamp Duty, Customs Duty or any other tax or duty exacted by any piece of Commonwealth, State or Territory legislation shall arise, then A. T Hydraulics shall have the right at any time to increase the price of goods so as to pass the effect of the resultant increase in costs on to the buyer in full. A. T Hydraulics shall likewise be entitled to vary the price of goods so as to pass on to the buyer in full the effect of any increased cost to A. T Hydraulics by reason of a change or changes in any rates of foreign exchange relating in any way to the goods.
- 5. Title.** Property in the goods supplied by A. T Hydraulics to the buyer will not pass to the buyer until such time as the goods have been paid in full. Until such time as the goods have been paid for in full, the buyer shall store the goods in such a manner as to show clearly that they are the property of A. T Hydraulics. Until such time as the goods have been paid for in full, the buyer is at liberty to sell the goods but does so as an agent for A. T Hydraulics and shall account to A. T Hydraulics for the proceeds thereof. A. T Hydraulics and the buyer agree that provisions of this condition shall continue to apply notwithstanding any arrangement between the parties under which A. T Hydraulics may grant the buyer credit. The goods shall be at the buyers risk from the moment of delivery ex A. T Hydraulics works.
- 6. Return of Goods for Credit.** No claim will be recognised unless made within seven (7) days of delivery date. Goods will be accepted for credit only by prior agreement or to the extent that they were wrongly ordered or over supplied. Returned goods shall be delivered to A. T Hydraulics free of charge, in good order and condition, unused and in the original packaging, accompanied by a despatch note stating the original invoice number, date of supply and reason for return. Except where goods have been wrongly or over supplied, a charge as determined by A. T Hydraulics will be made for handling costs. Goods made to special order cannot be returned or credited unless not to specification or otherwise not in accordance with any expressed or implied terms of contract.
- 7. Warranty.** A. T Hydraulics warrants the goods sold or manufactured from manufacturing defects but A. T Hydraulics liability under this warranty is limited to replacement of defected goods or parts free of charge at A. T Hydraulics works provided (a) A claim is lodged within twelve (12) calendar months for components and (3) calendar months for repair or; (b) Any goods or parts subject to claim are returned to A. T Hydraulics works properly packed and freight prepaid and; (c) This warranty shall not apply in the case of any component which has been repaired, altered or attended to in any way outside our factory without our consent; or has been subject to misuse or negligent treatment or damaged accidentally. In the case of goods or parts not of A. T Hydraulics manufacture, the foregoing warranty is subject to a condition upon A. T Hydraulics having received an enforceable warranty in the same terms from the manufacturer. All warranties whether implied by law or otherwise are expressly excluded and the liability is further excluded for any defect or fault arising in transport, installation, fixing or operation of the goods and for any consequent loss or damage arising from any defect whatsoever in the goods, and for any loss of profit alleged to have been suffered by the Purchaser as a result of such defective goods or parts.