

Austest Electrical Group Pty Ltd ATF The Araluen Trust General Terms and Conditions of Sale

1. **Definitions:** In the general terms and conditions of sale, "Austest" refers to Austest Electrical Group Pty Ltd ATF The Araluen Trust, "Customer" or "Client" refers to the person, company, business or organisation for whom an invoice is opened.
 2. **Warranty:** The manufacturer's warranty will apply for a period determined by the manufacturer for any material or equipment not of Austest manufacture. Warranty on goods covers the repair/replacement of faulty equipment, but does not cover removal/replacement of equipment or freight costs. Warranty begins from the day of dispatch after which liability on our part ceases. In lieu of any warranty implied by law and to the extent of any other provisions herein contained, Austest expressly guarantee to repair or replace at our option, excluding works any part which within a period not exceeding twelve months from the date of manufacture that may prove to be defective due to bad workmanship. All goods are supplied on the condition we shall not become liable for any losses through stoppages, nor for any direct contingent, consequential or special damages arising from the defect.
 3. **Insurance:** In the absence of written instructions from the client or customer, insurance cover will not be arranged.
 4. **Ownership:** Property title in goods supplied shall be retained with Austest until they have been paid in full by the client/customer.
 5. **Prices and Validity:** Our recommended price structure is subject to variation without notice and all orders are entered on the condition that they will be invoiced at the price structure on the date of service or dispatch. Written quotations are valid for 30 days from the date of quotation, thereafter the quote is subject to confirmation. All typographical and clerical errors are subject to correction. Austest reserves the right to requote should the prices vary from the companies suppliers.
 6. **GST:** Prices quoted do not include GST. All goods and services attract GST at the current rate. GST will be shown as one amount on quotations and invoices.
 7. **Invoicing and Payment Terms:** Terms of payment are strictly 7 days from the date of invoice unless otherwise mutually agreed in writing. In the event the account becomes overdue, Austest reserves the right to charge interest in accordance with Penalty Interest Rates Act 1983. Austest reserves the right to charge a late payment accounting fee. After 60 days invoices will attract a \$30.00 (exc GST) account keeping fee and every 30 days after. Interest of 1% per month will be payable on any overdue accounts and will be calculated from the date payment was due. If an account has to be collected all legal fees incurred are to be added to the client/customer account.
 8. **Customer/Client verbal instructions:** Austest will not be held liable for errors or omissions arising from an oversight or a misinterpretation of customer/clients verbal instructions.
 9. **Cancellation:** Any purchase order placed with the company may only be cancelled by agreement in writing by the company and upon payment of reasonable cancellation charges to cover expenses incurred by the company.
 10. **Variations of Conditions:** Terms and conditions are effective unless and until an accepted variance as agreed to by Austest in writing.
 11. **Liability:** Except as may otherwise be provided by law Austest shall not be liable for any loss of profits or any other consequential loss or damage suffered by the client/customer in consequence of any defect in workmanship material or design of the goods except in the case where the client or customer is a consumer for the purposes of the Trade Practices Act 1974 in which case Austest liability shall be limited to and may be fully discharged by Austest sole discretion, the replacement of goods and services or a refund of any payments relevant. In the event of anything happening beyond Austest reasonable control, and in consequence of which Austest cannot fulfil its obligation, Austest shall be entitled to suspend deadlines or extend deadlines for the duration of such conditions and in the event of any suspensions or extension we shall not be liable for any damages or other compensations.
 12. **Performance:** Any figures given for performance, measurements, powers, capacities and other particulars of goods and services are based on Austest experience or Austest suppliers experience and are stated in good faith and are such as Austest expects to obtain on test but Austest will only accept liability for failure to obtain the figures given when Austest guarantees such figures within expected margins known as tolerances under an agreed penalty in the event of failure to obtain such figures and under agreed bonuses if the figures obtain exceed the margins. In the event of such guarantee being given and in the event of the goods being defective or the performance failing to fulfil the terms of such guarantee reasonable time and opportunity to remedy the difficulty to comply with the terms of the guarantee shall be given to Austest otherwise Austest shall not be liable.
 13. **Privacy Act:** The client/customer agrees that Austest may obtain from and provide to third parties information about the client/customers credit worthiness and payment record. The client/customer agrees that Austest may use any personal information held on the client/customer for any primary purpose stated below. Personal information is generally collected for the primary purpose of:
 - Maintaining customer/client records
 - Delivery of goods and services
 - Account keeping
 - Invoicing
 - Debt collection
 - Locating and/or retrieving Austest equipment
 - Credit reference checks
 - Credit listing
- A client/customer's personal information may be disclosed to Austest agents, contractors, employees to facilitate the primary purposes mentioned above or as otherwise required by law. Austest treatment of personal information will be in accordance with Austest Privacy policy. A copy may be obtained from the office.