

TERMS AND CONDITIONS OF SALE

All orders for the supply of goods and / or services from Service Assist herein after called the The Supplier shall be governed by these following conditions. The Terms and conditions cannot be varied or modified in any way except by written agreement of the parties.

1. PRICING / GST

Prices and GST are those ruling at date of dispatch. GST will be charged at the statutory rate.

2. RETURNS

The Customer must advise The Supplier before returning any goods for credit whether on Warranty or for any other reason agreed to by The Supplier. This must be done before the goods are dispatched from The Customer's Premises. The following conditions apply for the return of goods:

- Goods must be in a resalable condition;
- Goods manufactured specifically to The Customer's requirements cannot be returned for credit;
- All freight costs must be paid by The Customer;
- The tax invoice number on which the goods were originally purchased must be quoted;
- Goods will be accepted for credit within 72 hours of receipt of the goods by The Customer if the products or their containers are damaged or otherwise of unsalable quality; or if Service Assist delivers excess quantities or incorrect products to The Customer;
- Goods can only be returned after 72 hours with prior authority from Service Assist. All goods returned after 72 hours of the tax invoice date will incur a 10% handling charge;

3. WARRANTY

The Supplier's obligation under the warranty is restricted to the replacement of defective goods following The Supplier's inspection and assessment. The Warranty does not cover any labour costs or consequential damages whatsoever. The Supplier will not warranty any goods that have been altered or tampered by any other parties without the written authorisation of The Supplier. All costs incurred in returning these goods for warranty must be paid by The Customer. No claim will be recognised unless original tax invoice number and warranty claim is quoted.

4. DELIVERY TERMS

All goods will be dispatched by our chosen carrier and a delivery charge will be invoiced on each consignment except in the following circumstances:

The Customer has elected their own delivery company / freight forwarder at their expense.

The Customer has received in writing from The Supplier an amendment to this standard condition.

5. PAYMENT / TRADING TERMS

- Payment terms are NETT 14 DAYS from the date of the invoice to approved accounts only, otherwise prepayment will apply.
- For orders with a value of the goods that are \$10,000.00 or more, a deposit of 30% or 40% is required to secure materials and parts. Due payable immediately.
- The balance of 70% or 60% will be NETT 14 DAYS from date of final invoice.

6. TITLE

The Supplier remains legal and beneficial owner of the goods and each of the goods until payment in full of the purchase price plus any interest. Until payment in full of the purchase price, plus any interest, the goods are entrusted to The Customer as a fiduciary and any sale prior to payment in full of the purchase price plus any interest is made on The Supplier.

If the customer defaults in the due payment of the purchase price or part of the purchase price of goods, or if The Customer becomes, or in the opinion of The Supplier, is likely to become insolvent or a Receiver or Trustee is appointed to the Customer's property, The Supplier (without prejudice to any of its rights or remedies) can recover possession of or resell the goods or both and may enter upon The Customer's premises or any other premises at which the goods are situated for that purpose.

If The Customer receives any proceeds from the sale of the goods from any other party The Customer receives those proceeds on trust for The Supplier to be applied in payment of the purchase price for the goods.

Notwithstanding the provisions of Clause 6, the goods shall remain at the sole risk of The Customer from the time of delivery to The Customer by The Supplier and The Customer agrees and undertakes to insure the goods against all risks for the full replacement value of the goods from the said time of delivery.