



Terms and Conditions of Sale

1. Definitions:

Company means EQL International Marketing Pty Ltd as Vendor for the sale of Products to the Customer.

Customer means the person, business or corporation and their employees or agents to whom the Products are sold.

Product means all products that are the subject of a Quotation by the Company or a Purchase Order by the Customer pursuant to this Agreement.

Agreement means these Terms and Conditions of Sale together with the Quotation and any credit approval and/or guarantee to be provided by the Customer to the Company and Letter of Acceptance of the Quote and/or the Purchase Order by the Customer for the supply of Products by the Company.

Quotation means the offer by the Company to supply Products.

Price List means the schedule of prices for each product provided from time to time to the Customer which prices are subject to change without notice.

2. Precedence: These Terms and Conditions shall take precedence over any other agreements, arrangements or understandings (whether written or oral) and, in particular, any conditions contained in the Customer's order which are inconsistent with, qualify or are contrary to these Terms and Conditions.

3. Price: The purchase price in the Quotation or Price List, unless otherwise expressly stated, does not include any delivery charges, packaging, freight, insurance or any statutory, sales, excise, goods and services, or other taxes, duties or imposts, all of which may be added to the purchase price or otherwise will be paid by the Customer or reimbursed by the Customer to the Company, as the Company may elect. The currency shall be as noted on the Quotation or Price List.

The Price is based on quantity quoted and may vary if a lesser quantity is ordered.

4. Validity: The Quotation is valid for a period of 30 days from the date thereon unless otherwise stated or withdrawn by the Company. The Company reserves the right to refuse any order based on its Quotation within 7 days after receipt of the order subject to reimbursement of any payments received with the Purchase Order.

5. Payment Terms: Unless indicated otherwise on the Quotation or agreed in writing, 50% Payment of the Total Purchase Order value shall be made at the time of order based on the Proforma Invoice to be provided by the Company, with the balance prior to shipment on advice by the Company that the Products are ready for shipment.

6. Product Performance: The performance of the product is based on the information provided by the Company with the Quotation to the Customer. The Customer shall assess the suitability of the offered products for its intended use prior to making a Purchase Order. Where a sample is provided to the Customer for evaluation prior to ordering, the Customer shall make its own decision on whether the product is suitable for the Customer's use.

7. Cancellation, Variation and Waiver: The Agreement may, at the discretion of the Company, be terminated in the event of insolvency of the Customer. The Customer shall have no right of cancellation of any order. No variation, waiver or termination of this Agreement will be effective unless such variation, waiver or termination is expressly accepted by the Company and is in writing.

8. Short Delivery and Damaged Goods: Unless the Customer gives written notice within 48 hours after receipt of the Products that the Customer did not receive the full quantity of the Products ordered in the Purchase Order or Goods have been damaged on delivery then the delivery of the Products shall be deemed to be in complete compliance with and in satisfaction of the order and the Customer waives any claim whatsoever against the Company in respect of short delivery of the Products. Notice shall be given by facsimile to +61 2 9824 5680 or by email to sales@eql.com.au.

9. Return of Goods: The return of goods is not allowed without the approval of the Company and may be subject to a restocking fee of 20%, to be enforced at the discretion of the Company. Goods will only be accepted if they are in their original, unused condition and are returned in their original packaging with accessories and manuals as applicable.

10. Delivery: The delivery period quoted will be ex-Sydney unless otherwise stated in the Quotation. The Company shall use reasonable endeavours to complete the delivery of the Products within the delivery period quoted. The Company accepts no liability whatsoever for any loss or damage suffered by the Customer as a consequence of any delay or failure to deliver any of the Products irrespective of the cause. Quantities quoted are given in good faith and the Company shall not be liable for any error in the same.

11. Passing of Risk and Title: Risk in the Products shall pass to the Customer upon the earlier of delivery of the Products to the Customer or to a carrier, freight forwarder or courier for delivery to the Customer where the terms of trade is Ex-Works.

The title to the goods to be provided under the Agreement shall only pass to the Customer upon receipt into the Company's nominated bank account all monies due under the Contract. Pending such payment, the Customer shall hold the Products on trust for the Company; cause the Products to be kept separate and conspicuously identified as the Company's; treat the Products with all proper care; insure the Products against all usual risks and ensure that the interest of the Company is noted with the insurer.

The Customer may resell the Products prior to payment to the Company, provided the Customer is not otherwise in breach of this Agreement, the proceeds of sale are held on trust in a separate account for the Company and the Customer, as a condition of resale, includes conditions in respect of any passing title noting and preserving the Company's rights under this Agreement.

12. Limitations on Liability: The Company's liability to the Customer arising in connection with the supply or use of the Products, including defective products whether under common law, equity or statute and whether direct or indirect is limited (to the extent permitted by law and not otherwise and as expressly provided for herein) to the cost of replacement of the Products or supply of equivalent products and without limitation excludes any liability for any incidental, consequential or indirect damages.

13. Warranty: The Company warrants that the Products will perform in accordance with the product information provided by the Company with the Quotation. If during the period of twelve months from the date of receipt of the Products, the Products are found to be defective and not in compliance with this warranty, the Company agrees to provide replacement Products subject to the customer removing and returning the defective Product to the Company at the Customer's own cost.

Any remedy shall only be available to the Customer if the Products have been stored, maintained, installed, or operated by the Customer without damage or misuse and strictly in the manner prescribed by the Company and in accordance with all applicable regulations and have not been repaired or altered without the express approval of the Company.

Where the Products include other manufacturer's products, any warranty which may be given by the Company only applies to the extent the Company receives the benefit of that other manufacturer's warranty.

To the extent permitted by law and except as provided herein, all implied conditions, warranties, and representations are hereby expressly negated and excluded.

The Company shall not be liable for failure to perform or complete any of its obligations hereunder due to causes beyond the reasonable control of the Company.

Please refer to the Company's Warranty Policy document for full Terms & Conditions for Warranty

14. Default: In the event of any default by the Customer in respect of payment, the Company is hereby authorised in the name of the Customer and in this respect and for all related purposes the Customer irrevocably appoints the Company its attorney and in the name and as the act of the Customer:

(a) where the Products have not been resold, to enter upon any premises and take back into its possession any Products; or

(b) where the Products have been resold, to be subrogated to the Customer's rights in respect of the Products held by any third party and take back into its possession any Products.

The Customer hereby indemnifies and saves harmless the Company in respect of any action taken by it pursuant to the preceding paragraph.

15. General Lien: In addition to any rights of lien to which the Company may be entitled, the Company shall be entitled to a general lien on any Products in the Company's possession (notwithstanding that those Products may have been partly or wholly paid for) for the unpaid price of those or any other Products.

16. Exclusion of Liability: Notwithstanding anything to the contrary in the Agreement (whether the Agreement continues in force or not) neither party shall be liable to the other party for any loss of third party contracts, loss of revenue, loss of use or profits or business or for any extra operating expenses or any indirect or consequential loss whatsoever or howsoever caused.

17. Legal Construction: The validity, construction and performance of the Agreement shall be governed by New South Wales law and the parties hereby submit to the jurisdiction of the courts of New South Wales.