



Terms & Conditions

1. GENERAL

By using our Site, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our Site.

2. PRICE

- a) You acknowledge that, despite our reasonable precautions, products may be inaccurately priced or have incorrect availability or information due to typographical errors or oversights. In such cases, we retain the right to cancel your order, even if it has been paid for and previously accepted. We will promptly contact you and provide a full refund for any payment made towards the cancelled order. This right is reserved until the product is delivered. Refunds will be processed within 5 business days, using the same payment method as your original transaction.
- b) Our quoted prices exclude GST. Any applicable discounts will be clearly stated on the invoice.
- c) Prices mentioned on the website and in our offers are subject to programming, typing, or writing errors.
- d) You are responsible for all costs, including unforeseen expenses, particularly those arising from assembly constraints beyond normal daytime hours.
- e) If you and us agree on a currency other than the US or Australian Dollars, the exchange rate into US or Australian Dollars on the day of order acceptance will apply.
- f) Occasionally, we may offer discount promotions or sales, but no additional discounts apply to products listed as 'Clearance Items.'

3. QUOTATIONS

- a) All offers and quotations from us are not binding and are provided based on the daily prices and specifications applicable at that time. They are contingent on us executing the agreement under normal circumstances and during standard working hours.
- b) Any images, descriptions, drawings, catalogues, brochures, price lists, or other information included with a quotation are not binding. They solely depict the construction and execution of the products and/or services to be delivered, and the details are non-binding. We retain the right to modify this information.

4. TERMS OF PAYMENT

- a) The prices stated on the Site are in Australian dollars and excludes GST, unless otherwise specified. Delivery charges are calculated separately and will be shown before requiring payment.
- b) You are responsible for paying any quarantine expenses, import duties, levies, or taxes applicable to the Product. These charges may be imposed by the relevant authority separately.
- c) Any additional costs or penalties resulting from late payment, storage, abandonment, disposal, or other fees due to delayed pickup of a Product from a depot or delivery centre are your sole responsibility.
- d) We will not consider any order accepted or dispatch any Product without receiving full payment.
- e) You warrant that the details provided for purchasing the Product are accurate, the payment method belong to you, and there are sufficient funds or credit facilities. We may validate your payment details before providing the Product.
- f) If your payment is dishonoured or reversed, you must promptly make the payment again. We reserve the right to delay order processing or Product delivery until full payment is received. In case of dishonoured payment after Product delivery, we may recover the price and incurred expenses as a liquidated debt in a competent court or tribunal.

5. SPECIFICATIONS MAY VARY

In instances where Goods are unavailable or where we deem it necessary to enhance the Goods, additional items may be recommended. Specifications, encompassing performance, dimensions, and weight, are provided for reference only and are approximate. We reserve the right to modify specifications at our discretion. You acknowledge that we are not liable for any errors or inaccuracies in the provided specifications.

6. DELIVERY

- a) Our products are shipped from our warehouses, using various delivery services.
- b) For orders outside Australia, be aware of potential customs regulations or additional taxes. Check local laws before ordering to avoid unexpected costs or delays.
- c) We aim to dispatch orders within one business day upon confirming payment. However, delivery times are estimates, and we are not responsible for delays caused by factors beyond our control.
- d) Items may be delivered in multiple shipments from different locations or directly from our suppliers.
- e) Delivery restrictions may apply to certain locations or products. If so, we will inform you and discuss cancellation or an alternative delivery address.
- f) We will not process orders with invalid payment or delivery details or if payment is delayed or rejected.
- g) In case of incorrect details, we may change the address to the closest match or contact you using the provided information. We will not be held responsible if we cannot fulfill the order or inform you in such cases.
- h) If a product is returned marked 'Return to Sender' due to incorrect address or delayed collection, we will contact you for redelivery arrangements. Applicable delivery costs may apply before attempting redelivery.

7. INSPECTION

- a. You are required to inspect the product within 10 days of delivery. If this specified period lapses without written notification of justified complaints, the product is considered received and accepted in good condition.
- b. In cases where shortcomings minimally impact the foreseeable use of the product, the product is considered accepted despite these shortcomings, provided they do not impede normal use. We will promptly address and remedy such shortcomings.
- c. Acceptance according to the preceding subclauses, while not absolving us of our warranty obligations, precludes any claims by you regarding shortcomings in our performance.

8. RETURNS

- a) You are required to inform us of any event or circumstance that could lead to a warranty claim, whichever occurs earlier:
- b) The time explicitly specified by the manufacturer's warranty for claims notification, if applicable; or
- c) If no specific time is stated, within 30 days of the occurrence of the event or circumstance giving rise to the warranty claim, and in any case, within the applicable warranty period specified in clause 12.
- d) If you fail to notify as per clause 12(a), we reserve the right, at our sole discretion, to address the defect but assumes no obligation to do so.
- e) In the event of an invalid warranty claim by you, reimbursement for the work carried out will be required at our standard list rates and prices.
- f) Requests for the return of parts not constituting as part of a warranty claim will be considered by us in accordance with the Parts Return Policy.

9. PROPERTY AND RISK

- a) We maintain ownership of all products delivered to you until you fulfill all payment obligations under this or similar agreements. This includes settling claims by us for non-compliance with such obligations. Upon our request, you are obliged to establish a security interest on the products as security for all current and our future claims.
- b) While the above claims remain unsettled, you are prohibited from establishing a right of pledge or a security interest on the delivered products for the benefit of third parties, alienating, pledging, renting, or relinquishing control over the product in any manner. However, you are allowed to use and/or sell the products in the regular course of its business, provided full payment has been made, and other obligations under similar agreements with us have been fulfilled.
- c) In the event of non-payment, suspension of payment, application for suspension of payment, bankruptcy, liquidation, or seizure of the products by a third party, we have the right to reclaim, without notice or judicial intervention, the delivered but unpaid products owned by us.

- d) If any of the circumstances mentioned above occur, you must promptly inform us in writing and notify the insolvency practitioner, bailiff, administrator, and the relevant third party orally and in writing about our retention of title.
- e) Regarding payment, default, and termination, payment must be made within 30 days of the invoice date unless otherwise agreed in writing. We may invoice each delivery separately and demand payment for each part delivery before making the remaining part delivery. Failure to pay after the specified term results in default, allowing us to terminate the agreement and seek compensation.
- f) You are considered in default if insolvent, in liquidation, applies for a suspension of payments, faces lawful seizure by a third party (unless lifted within one month), or discontinues its business activities. From the day of default, you must pay statutory interest for commercial transactions until full payment. If we collect the invoice amount, you bear extrajudicial costs (10% of the invoiced amount, minimum of AU300), winding-up petition costs, and judicial/enforcement costs. Payments are first deducted from interest and collection costs before the principal sum.
- g) If you disagree with the invoice or has comments, you must inform us in writing within 10 days of the invoice date; otherwise, the invoice is deemed accepted.

10. CHARGE AND SECURITY

- a) Without affecting our retention right and the stipulations in clause 6, we possess the discretion, contrary to the preceding clause, to request full or partial prepayment or security if deemed reasonably necessary. We may demand this security or prepayment at any time, whether prior to or during the acceptance or execution of the assignment.
- b) If the provided security or prepayment fails to meet our satisfaction, we are entitled to suspend our obligations under the agreement. Ultimately, we reserve the right to terminate the agreement, either in full or in part, without the need for notice of default or judicial intervention. This is done without waiving the right to payment for already delivered products or completed work and without prejudice to the entitlement to compensation for damages, thereby ensuring our indemnification.
- c) Goods brought under the actual control of us by you are considered surrendered to us under possessory pledge as security for payment.

11. TRUSTS

- a) This Trust chapter applies to you acting as a trustee, regardless of whether we have prior knowledge of the trust. If the Trust consist of multiple individuals, and any of them serves as a trustee, this chapter is applicable to that trustee.
- b) You, by entering into an agreement with us as a trustee, acknowledges personal liability for the fulfillment of every covenant expressed or implied in these Terms and Conditions. You affirm its complete, valid, and unrestricted authority to enter into this agreement with us.
- c) You assure that the rights of indemnity against the trust property have not been, and will not be in the future, excluded, modified, released, lost, or diminished, whether by agreement, breach of trust, or any other means.
- d) Without the written consent of us, you, acting as a trustee, shall not:
 - i. Resign or be removed as trustee or appoint a new or additional trustee;
 - ii. Amend or revoke any terms of the trust;
 - iii. Distribute trust property or advance capital to a beneficiary;
 - iv. Allow a beneficiary to have control or possession of trust property;
 - v. Engage in any act that breaches the trust and could result in the removal of the trustee;
 - vi. Exercise a power to change the vesting date or provide for an early termination of the trust;
 - vii. Lend money, provide guarantees, or incur debts outside the ordinary business of the trust;
 - viii. Pay trust income to a beneficiary if it jeopardizes your ability to fulfill all obligations to us.



12. Warranty

- a) You must notify us of any event or circumstance which may give rise to a warranty claim by the earlier of:
 - i. the time expressly required by the manufacturer's warranty for the notification of claims, if any such time applies; or
 - ii. if no such time applies, within 30 days of the event or circumstance occurring that gave rise to the warranty claim.
- b) We assure that our Products are suitable for their intended use, marketable, and align with any provided descriptions. All other conditions, warranties, and representations, unless legally non-excludable, are excluded.
- c) You confirm that you have independently assessed the Product's suitability for your specific needs.
- d) We provide a 1-year Warranty for all our products or 2,000 hours of operation, whichever occurs first.
- e) This Warranty supplements the guarantees, rights, and remedies granted by the Australian Consumer Law and other relevant Commonwealth, State, and Territory laws. The Warranty Terms and Conditions do not exclude, affect, or limit those guarantees, rights, or remedies, except to the extent allowed by law. Our products come with guarantees under the Australian Consumer Law that cannot be excluded. You have the right to a replacement or refund for major failures and compensation for other reasonably foreseeable losses or damages. Additionally, you can have the goods repaired or replaced if they fail to meet acceptable quality and the failure doesn't constitute a major failure.

13. LIMITATION OF LIABILITY

- a) When fulfilling any obligation outlined in this agreement, our sole responsibility is to exercise reasonable care and skill.
- b) To the fullest extent permitted by law:
 - i. Our liability to you is limited as stated in the Limitation of Liability clause or as required by consumer or other laws that cannot be excluded by contract;
 - ii. The information, services, and materials on this Site are provided on an "as is" basis. We disclaim all representations and warranties, express or implied (except those in these Terms of Use), regarding such information, services, and materials, whether provided by us, third-party contractors, or other users;
 - iii. Our liability, and that of our Indemnified Officers under this agreement, is limited to (at our choice):
 - A. Replacing the Product with the same or equivalent Product;
 - B. Repairing the Product; or
 - C. Providing a refund of the amount you paid for the Product.
 - iv. We are not liable for any loss or damage, whether direct or indirect, arising from faulty design or manufacture of the Product,
 - v. We are not liable for Consequential Loss related to any Product, however arising;
 - vi. We retain title in the Product and bear the risk of any damage, theft, or loss of the Product during transport to the delivery address. Title and risk in the Product pass to you upon delivery. We are not liable for any loss, theft, or damage to the Product after delivery;
 - vii. We will not be liable if you fail to follow instructions for the use of the Product, modify the Product, or use the Product for an unintended purpose;
 - viii. We are not liable for errors in the information you provide to us; and
 - ix. We are not liable for default or failure in the performance of our obligations under this agreement resulting directly or indirectly from the actions of suppliers, delivery services, or any other circumstances caused by factors beyond our reasonable control, whether or not caused through any act or inaction by us, our employees, agents, or independent contractors, or through any other cause.
 - x. Despite any contrary provision, you agree that our total liability and the total liability of our Indemnified Officers under this agreement, whether under contract or tort, will not exceed a sum equal to the greater of:



A. The price of the Product in dispute.

- c) The limitation of liability under clause 13(b)(x) applies to any Liability expressly provided for under this agreement and to any Liability arising due to the invalidity or unenforceability of any term of this agreement.

14. INDEMNITY AND INSURANCE

- a) Each party commits to indemnify the other, including its employees and agents, against losses resulting from the physical destruction or damage to property, death, injury, illness, or disease. If a credit facility is applicable, the indemnification extends to any act, omission, or breach by you of these Terms arising in connection with the fulfillment of its obligations under this agreement, except to the extent caused or contributed to by the other party.
- b) We are responsible for effecting and maintaining insurance in relation to Services and Goods during the period of Service execution or while the risk in the Goods rests with us. The required insurances include:
- i. Public liability insurance with a minimum coverage of \$20,000,000 for any one occurrence.
 - ii. Products liability insurance with a minimum coverage of \$20,000,000, limited in the aggregate during any single term of insurance.
 - iii. Other insurances as mandated by law, including workers' compensation insurance.
- c) The insurance must cover the respective rights and interests of both you and us, note our interests as the owner, and include specified provisions, such as a cross-liability clause and notification requirements to us in case of policy changes or cancellations. In the event of loss or damage, the insurer must acknowledge that settlement funds will be used at our sole discretion for repair or replacement.
- d) You must not engage in any actions that could prejudice the insurance of the Goods. Upon request, parties must promptly provide each other with copies of the certificates of currency for the required insurances.
- e) If you fail to comply with the insurance obligations, may, at its discretion, secure and maintain the necessary insurance, with the associated costs becoming a debt immediately payable by you to us.
- f) You are obligated to promptly inform us in writing of any events or circumstances that may lead to an insurance claim, keeping us informed of developments and taking reasonable steps to ensure a swift and favourable settlement of the claim.

15. FORCE MAJEURE

We shall not be held liable for any delays in the supply or delivery of Goods or Services, whether in whole or in part, arising from any cause or circumstance beyond our reasonable control. Such factors may include, but are not limited to, lockouts, industrial disputes or unrest, government restrictions, transport delays, fires, acts of God, breakdown of plant, shortages of supplies or labour, storms or tempests, theft, vandalism, riots, civil commotions, or accidents of any kind.

16. TERMINATION

- a) If you fail to comply, inadequately complies, or untimely complies with any obligations arising from the agreements concluded with us or related agreements, or if there is a reasonable apprehension that you may not or will not be able to your contractual obligations with us, or in the event of bankruptcy, suspension of payment, shutdown, or cessation, liquidation, or partial transfer, whether or not as security, of your business (including the transfer of a substantial part of your claim), we have the right, without requiring any judicial intervention and without the need for a notification of default, to suspend the execution of each agreement with a reasonable period or to terminate the agreement. We are not obligated to pay any compensation or guarantee, and this action does not prejudice other rights that we may have.
- b) Any claims by us for the already executed part of the agreement, as well as any loss or damage resulting from the suspension or termination, including storage costs for raw materials, materials, and parts reserved, processed, and manufactured by us, and loss of profit, become immediately due and payable.



17. GOOD AND SERVICES TAX

- a) Unless expressly stated otherwise, all prices are exclusive of GST, and you are required to promptly pay us all GST payable for the supply of Goods and Services.
- b) Both parties warrant that they are registered for GST at the contract date and agree to notify the other party if they cease to be registered.

18. GOVERNING LAW

You acknowledge that these Terms and Conditions will be interpreted in accordance with the laws of the State or Territory, as determined at the sole discretion of us. Legal proceedings initiated or continued by us, or you may take place in the State or Territory determined by us. In the absence of such determination, you consent to legal proceedings being initiated and heard by any appropriate Court in the State of New South Wales, applying the laws of the State of New South Wales.