

STANDARD TERMS & CONDITIONS OF SALE

MALA GPR Australia (Guideline Geo Australia Pty Ltd trading as)

ABN 93 672 714 920

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GUIDELINE GEO AUSTRALIA PTY LTD TRADING AS MALA GPR AUSTRALIA – STANDARD TERMS AND CONDITIONS OF SALE

In these Standard Terms and Conditions of Sale unless a contrary intention appear

1. "Customer" means the person, company or organisation to whom MALA GPR Australia sell goods.
2. "MALA GPR Australia" means Guideline Geo Australia Pty Ltd trading as MALA GPR Australia ABN 78 132 266 678
3. MALA GPR Australia will supply and/or has supplied to the customer goods and equipment on the standard terms and conditions of sale contained in this document.

GENERAL

1. All quotations are made subject to our standard terms and conditions of sale hereunder. Prices given are strictly nett and are subject to collection of the equipment, goods or services specified ex our works 26/10-18 Orchard Road, Brookvale NSW 2100 AUSTRALIA.
2. Offers or quotations in respect of Tenders are submitted and all equipment, goods or services supplied by MALA GPR Australia only on the distinct understanding that the standard terms and conditions of sale shall apply to all orders given to and accepted by MALA GPR Australia, unless added to or varied in writing and signed on behalf of MALA GPR Australia.

TITLE OF GOODS

It is agreed that:

1. That goods shall remain the sole and absolute property of MALA GPR Australia as legal and equitable owner and the customer shall hold the same as bailee until such time as the customer shall have paid to MALA GPR Australia all amounts of money owing hereunder.
2. At any time before payment in full is received MALA GPR Australia may retake possession of the goods and for the purpose the customer hereby irrevocably grants MALA GPR Australia leave and licence by its officers and agents (without the necessity of giving any notice) to enter into and upon, and, if supposed to be, and, as agent of the customer to enter upon any other land, buildings or premises which the customer might enter, and to send for, and take possession of the goods without being liable to the customer or to anyone claiming under him for so doing.
3. If the customer sells the goods before payment to MALA GPR Australia, the proceeds from such sale shall be placed into an account separate from all other accounts of the customer until payment is made in full. Such sale shall be by the customer as agent for MALA GPR Australia, but the customer shall not represent to third parties that it represents MALA GPR Australia and MALA GPR Australia shall accept no liability under contracts with third parties to which the customer is a party.
4. The goods are at the customer's risk from the date of delivery, such passing of risk shall not derogate from the reservation expressed herein.
5. On retaking possession of the goods, MALA GPR Australia may elect to refund to the customer any part-payment that may have been made and credit the customer's account with the value of the goods less any charge for recovery of goods.
6. Orders are only accepted upon and subject to the standard terms and conditions of sale contained in this agreement. Any conditions contained in the customer's order form which conflict with, or in any way qualify any conditions printed herein shall be deemed inapplicable to any order placed with MALA GPR Australia.

FREIGHT, INSURANCE AND DELIVERY CHARGES

1. No insurance, freight or kindred charges are included in our quotation unless otherwise stated.
2. Unless otherwise stated, all our equipment, goods or services are supplied on an ex-works basis.
3. Where freight, insurance, delivery and kindred prices are quoted, they are estimates of such charges as ruling at the date of the quotation, any variation in such rates, when ascertained, shall be applied to the customer's account. Such handling, cartage, freight and insurance charges for delivery ex-storage at Brookvale, NSW to customer's site or store are to be debited to the customer's account, at nett cost, as actually incurred at date of delivery.

PACKAGING AND CRATING

Unless otherwise stated, no allowances have been made for packing and/or crating and all costs relating to the same will be debited to the customer's account.

HANDLING, LOADING, TRANSPORT – NORMAL

1. Once the equipment or goods are available for collection at our works, such goods become the responsibility of the Customer to insure or otherwise protect. MALA GPR Australia shall assume no responsibility for any goods once such equipment or goods are completed ready for collection. MALA GPR Australia accepts no responsibility for goods whilst in transport

CANCELLED ORDERS

1. Orders issued on MALA GPR Australia may not be cancelled later than (7) days after date of Order, except by mutual consent, and such consent is to be in writing.

PRICES AND DISCOUNTS

1. Unless otherwise stated, all prices quoted are strictly "Nett" and may be subject to confirmation before acceptance.

PRODUCT WARRANTY

1. The original manufacturer's warranty shall always apply to the instruments and parts.
2. All freight charges to the overseas manufacturer shall be charged to the Customer and shall not be covered by the warranty.

PRICE VARIATION

1. All prices quoted are based on costs and/or sale prices ruling at the date of quotation and they are at all times, subject to variation up or down, in accordance with increases and decreases in our own internal costs or those of the Manufacturers whose products have been offered by us, or from any cause beyond our control, and all such variations shall be debited to the customer's account, and all equipment, goods or services shall be charged to the customer at established prices ruling at the date of supply.
2. All prices quoted are in Australian Dollars.

NORMAL TERMS OF PAYMENT

1. Subject to negotiation on placement of Order.
2. Nett cash thirty (14) days to satisfactory accredited accounts.
3. Interest on overdue accounts at the Overdraft rate from time to time in force shall be payable on all overdue accounts.
4. MALA GPR Australia reserves the right to levy account-keeping charges on all accounts.

RETENTIONS

1. Under no circumstances do our quotations allow for retention of part of any payment for equipment or goods or services, and no order will be accepted by MALA GPR Australia where retentions are involved. It will be the responsibility of the customer to ensure no order is placed on MALA GPR Australia where retentions are involved.

EXCHANGE RATES

1. Prices quoted are based on Currency Exchange Rates ruling at the date of quotation and any variation will be applied to customer's account.

DELIVERY

1. All deliveries of purchased goods from MALA GPR Australia will be delivered within 30 days unless otherwise agreed by the customer.
2. For custom build
2. All delivery delay indications included in our quotations are computed from known factors at the date of the quotation and in the event of any order being received, we will use our best endeavours to complete the contract by the date given but we shall not be responsible for any delay in delivery or completion of the contract cause by or in any way incidental to an act of God, war, fire, flood, breakage, machinery breakdown, shortage or unavailability of material, lockouts, delays in transport, strikes or arising out of any other cause beyond our control at MALA GPR Australia. Under no circumstances shall MALA GPR Australia be liable to pay liquidated damages for any reason whatsoever.

IMPROVEMENT IN CHANGES IN SPECIFICATION

1. As the policy of each manufacturer whose products are offered by MALA GPR Australia is one of continuous improvement, MALA GPR Australia reserves the right to make changes without notice in materials, dimensions and design, which, having regard to all circumstances, MALA GPR Australia or the manufacturer thinks reasonable or desirable without affecting the validity of any contract which may result from this quotation.

VALIDITY

1. This quotation is valid for a period of thirty (30) days from the date hereof and acceptance of orders issued thereafter may be subject to variation as set out in our standard terms and conditions of sale.

TYPOGRAPHICAL ERRORS

1. Any clerical, calculation, or typographical error revealed in our quotation shall be subject to correction.

COMPLAINTS

1. In all cases of complaint, no complaint will be considered unless the full nature of the complaint is stated in writing and a copy of same served upon MALA GPR Australia within seven (7) days of the customer's receipt of equipment, goods or services.

CUSTOMER'S RESPONSIBILITY

1. MALA GPR Australia reserves the right, whenever in its opinion reasonable doubt exists as to the responsibility of the customer to meet its contractual obligations. To alter the terms of credit provided to the customer, suspend or delay manufacture and to require payment before manufacture or delivery. In any such event, MALA GPR Australia shall not by reason of such alteration, suspension, delay or requirement is liable for consequential loss or damage suffered by the customer or any person claiming through the customer.
2. If a customer supplies an job order or survey design which they require to be processed by MALA GPR Australia and if that order, or design infringes or breaches any copyright, trademark, patent or other like holding, then the customer shall indemnify and hold harmless MALA GPR Australia against all liabilities, claims, actions, suits, proceedings, losses, damages, costs, fees and expenses whatsoever incurred or arising out of or in connection with or in consequence of the infringement or breach caused due to the manufacturing by MALA GPR Australia of the order or design at the request of the customer.

CREDIT RETURNS AND CLAIMS

1. Under no circumstances shall equipment and goods be accepted for credit unless prior written agreement has been made by both parties.
2. Acceptance of goods returned for credit does not imply agreement to issue a credit note; a credit note will only be issued if the returned goods are found to be satisfactory by MALA GPR Australia and a 15% restocking fee will ALWAYS apply.
3. MALA GPR Australia reserves the right to select the method of transport used for any returns Goods will not be accepted as returns for credit where:
 - a) Any goods are altered or damaged by the customer.
 - b) Any goods are specifically manufactured to customer specification.
 - c) Any standard item outside of normal product range is specially procured
 - d) Any goods are out or otherwise reworked to customer specification.

NON-CONFORMING, FAULTY OR DAMAGED GOODS

1. Where goods are believed to be not to customer specification, faulty or damaged in any way, no inspection, new work or delay charges or deductions will be accepted by MALA GPR Australia.
2. MALA GPR Australia reserves the right to prior inspection of any faulty goods and MALA GPR Australia will decide whether the goods will be repaired or replaced.
3. The place of inspection shall be at MALA GPR Australia' premises unless expressly agreed to in writing by MALA GPR Australia.

LIABILITY

1. MALA GPR Australia shall not be liable for any claim whatsoever in respect of bodily injury or damage to machinery or property caused by or arising out of any cause whatsoever including the following:
 - (a) Any defective design or error in formula or specification of any of the products or goods.
 - (b) The delivery, installation, repair, or maintenance applicable or prescription of any of the products or goods by MALA GPR Australia.
2. The Customer acknowledges that any non-destructive or geophysical method operated with varied success in certain environments. Specifically, the Customer acknowledges that the Ground Penetrating Radar method's penetration depth is limited in environments with a relatively high electrically conductive material/soil such as clay rich soils or salt water.

LAW OF AGREEMENT

1. Any agreement between us shall be governed by the law applicable in the State of New South Wales, AUSTRALIA.