



# COSLEE

**HEAVY METAL FABRICATORS PTY. LTD.**

ABN 22 664 140 675

ACN 084 727 720

## TERMS & CONDITIONS OF SALE

1. The prices and particulars given are subject to confirmation on receipt of order and to the goods referred to being available for execution of the order when received. The prices quoted are subject to withdrawal at any time until the order is accepted by us and any alteration before acceptance or during progress of contract will be to buyer's account. **Special Clause:** All tenders and quotations are on the basis of labour costs as existing on the date of tender or quotation and are subject to be increased by increased cost of the goods or work due to any increase after that date in labour costs, whether by reason of any variation in regulations, award or determination increasing rates of pay, reduced hours, or providing additional holiday or sick leave or from any cause whatsoever and all contracts are entered into subject to this condition.
2. Time for delivery is given as accurately as possible, but it is not guaranteed and is subject to extensions to cover delay caused by strikes, lay-outs, works breakdowns, delay in transport, fire, or any other events beyond our control (whether ejusdem generis or not), or by compliance with Government requirements and also to cover delay arising out of war conditions, whether the act or thing causing such delay is British, Allied, Neutral or Enemy. With regard to items quoted which are not of our manufacture, the times quoted are based on the manufacturer's promised delivery to us, or upon our estimate of delivery time. We will not accept liability for penalties, or damages (either direct or indirect) for failure to deliver within the time, or by the dates quoted, unless expressly agreed.
3. Unless stated otherwise this quotation is firm for a period of 14 days only.
4. GST is additional to the price at the rate ruling at the time of the goods are invoiced, unless nominated as included in the price quoted. Any changes in the rate of GST are to borne by the Purchaser.
5. Photographs, illustrations, weights, dimensions and any other particulars given represent generally the relevant goods but are not binding and are subject to alteration without notice.
6. An order, once confirmed by us, is not subject to cancellation. A contract once having been entered into shall not be cancelled other than by common agreement of the parties concerned and on terms and under conditions laid down by us. A cancellation fee shall be calculated to include all incurred expense, including labour, materials, services, overhead expense, fees, duties and profit, we consider equitable in accepting a cancellation.
7. Purchaser shall inspect the goods immediately upon delivery and/or installation by us and shall within seven days of delivery and/or installation by us give notice in writing of any matter or thing by reason whereof he may allege that the goods are not in accordance with the contract. In case of failure to give such notice, the goods delivered and/or installed by us shall be deemed to be in all respects in accordance with the contract.
8. Order must be accompanied by trade references or references to a Bank or House through which payment will be made on presentation of invoice and shipping documents.
9. Unless specified to the contrary in our quotation, terms of payment are 30 days nett, from date of invoice and we reserve the right to charge interest at the ruling bank overdraft rate on any overdue balance of account.
10. The goods supplied remain our property until the contract price has been paid in full and been credited to our bank account without reservation; however, our company accepts no liability for loss or damage to the equipment other than that caused by the negligence of our employee. The purchaser is therefore responsible for any damage or loss on the goods from the date of receipt. It is agreed that the employees of Coslee Heavy Metal Fabricators Pty Limited or their representative may enter the premises in which the goods are installed for the purpose of re-possessing the goods if the purchaser does not make payment as specified above.
11. All materials and workmanship are warranted for twelve months from the date of installation directly attributable to Coslee Heavy Metal Fabricators Pty. Ltd. Our warranty specifically excludes any mechanical or other damage attributable to third parties during or after erection.