



Powell Industrial Pty Ltd

www.powellindustrial.com.au

ABN 36 010 035 346

Branch Details

HOBART

6 STANTON PLACE CAMBRIDGE TAS 7170

Phone 03 6242 4700 Fax 03 6272 1485

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Tax Invoice No. THOB0147327/1

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Administration Details:

UNIT 1, 76 POSTLE STREET
COOPERS PLAINS QLD 4108

accounts@powellindustrial.com.au

Phone 07 3722 3700 Fax 07 3722 3711

Date	10-Jan-22
Reference	4503006288
Customer	IRRTASLAT
Sales Rep	CAMERON MILLER
Terms	30
Courier	ROADRUN
Con Note	POWI002379

Invoice to:

IRRIGATION TASMANIA PTY LTD
3 SPEEDWAY DRIVE
LATROBE TAS 7307

Order Ref: 4503006288

Deliver to:

IRRIGATION TASMANIA PTY LTD
3 SPEEDWAY DRIVE
LATROBE TAS 7307

Product	Special Prod Code	Cust Part #	Description	Units	Ordered Quantity	Delivered Quantity	Backorder Quantity	Unit Price	Net Amount
25-318-032			STRAINER S/STEEL BSP - 2IN	EACH	4.00	.00	4.00	4.00	.00
25-318-024			STRAINER S/STEEL BSP - 1-1/2IN	EACH	5.00	5.00	.00	3.17	15.85

"Thank you for your enquiry, we appreciate your business"

Cut length hoses are non returnable

Special buyins are non returnable

Direct Payment Details

BSB: 084402 Account: 931570300

Subtotal	15.85
Freight	12.00
GST	2.79
Total	30.64

Print Name: _____ Signature: _____ Date: _____

TERMS AND CONDITIONS OF SALE

1. "The Company" means Powell Industrial Pty Ltd. "The Purchaser" means the individual, company or firm by whom the Company's goods ("the goods") are purchased.
2. Quotations are issued, Orders are accepted and all goods are sold solely on the basis of the Terms and Conditions herein, No variation or deletion or addition to any of the Conditions herein shall be valid unless expressly confirmed in writing by the Company.
3. At the time of placing an order for goods the Purchaser is obliged to bring the Company's attention in writing any exceptional or unusual requirements to which the goods purchased will be subject as well as any other risks which may stem from the use of such goods. In the absence of any matters aforesaid being brought to the Company's attention, the Purchaser assumes responsibility that the goods stipulated by him are sufficient and suitable for his purpose irrespective of any advice which may have been given by the Company, its servants or agents in good faith.
4. Any quotations given by the Company do not constitute an offer. Orders placed with the Company shall not be binding on the Company unless and until accepted by it.
5. The Company reserves the right to charge a handling fee of Minimum 15% plus GST on the net selling price to the Purchaser on goods returned by the Purchaser, where non-recoverable work costs have been performed by the Company up to the date of return.
6. Terms of payment are strictly net thirty (30) days from statement date.
7. Cut lengths are non-returnable.
8. Delivery times may be subjected to delays caused by unforeseen circumstances which are beyond the company's control, such as strikes, lock-outs, industrial disputes, shipping and delays in the receipt of essential materials whether or not these circumstances arise from matters within the company's control or with one of its suppliers or sub contractors, and the company shall in no case be liable for any delay or losses resulting directly or indirectly there from, howsoever caused and any delay in delivery shall not be sufficient cause for the cancellation by the Purchaser.
9. Until payment is made in full in accordance with the terms of the contract the ownership of the goods shall remain with the Company and where payment is made by cheque it shall not be treated as a sufficient discharge until the same has been cleared.
10. No goods returned for credit will be accepted without the quotation of a Powell Industrial Return for Credit Requisition number. Returns must be received within fourteen (14) days.

11. Warranty. The Company warrants that the goods sold shall be free from defects in material or workmanship. The Company's total responsibility and liability for any and all claims, losses and damages of any kind whatsoever arising out of any cause whatsoever (whether under any warranty or based in contract, negligence, other tort, strict liability, breach of warranty, other theory or otherwise) shall not exceed the original purchase price of the products in respect to which such cause arises, and in no event shall the Company be liable for special, incidental, consequential, exemplary, or punitive damages resulting from any such cause. No employee, agent and/or representative has authority to make any representation, promise or agreement, except as stated herein. The Company shall not be liable for, and customer assumes all liability for, all personal injury and property damage connected with the handling, transportation, or further manufacture, fabrication, assembly, or processing of the product.

12. Exclusion of Liability. The terms in the agreement that exclude or limit the Seller's liability will apply on the extent permitted by law. Provisions of statutes from time to time in force cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent. This agreement must be read and construed subject to any such statutory provisions. If any such statutory provisions apply, then to the extent to which the Sellers is entitled to do so, its liability under those statutory provisions will be limited at its option to :

- (a) replacement of the goods or the supply of equivalent goods; or
- (b) the repair of the goods: or
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods: or
- (d) the payment of the cost of having the goods repaired. In no event shall the Seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or goods sold, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.