



Quotation 20812

Date: 13/04/2018
Attention: ASFDas
aaaa
Project: asdfasdf

Qty	Cat. #	Type	Description	Price	Total
Total			Exclusive of GST		\$0.00
			10% GST		\$0.00
			Inclusive of 10% GST		\$0.00
Payment Terms: For non-account customers payment is required prior to delivery of goods.					

Terms and Conditions

1. General:

- a. LiTEsource and Controls Pty Ltd (ABN: 25 136 501 445), here forward to be referred to as LiTEsource and Controls, reserves the right to vary these Conditions of sale on 30 days notice to the purchaser.
- b. In these conditions, the expression Goods relates to the Goods that LiTEsource and Controls proposes to sell or has sold to a purchaser, being where relevant the Goods are supply only.

2. Prices and Quotations:

- a. Quotations given are valid for deliveries within 30 days from date of quotation. Orders placed within this period for delivery after the 30 days are subject to rise and fall adjustments.
- b. Goods will be charged at the prices ruled at the date of order plus any applicable Goods and services tax (GST), which must be paid to LiTEsource and Controls by the Buyer when payment for the Goods is due.
- c. Export prices are quoted excluding Freight, Government taxes, charges and/or imports charged outside Australia.

3. Payment:

- a. For approved account Customers, payment is due no later than 30 days from when the products were invoiced, without any deductions.
- b. Payment by Cash, Credit Card, Cheque, subject to authorization, or Direct Deposit is required with the order prior to delivery.
- c. Payment by cheque will entail a five-day waiting period for clearance before an order can be released.
- d. If the Customer fails to make payment by a due date, then, without prejudice to any other right or remedy, LiTEsource and Controls will be entitled to cancel any unfulfilled order or suspend any further deliveries until the account is in order, withdraw credit facilities and/or adjust the Customer's credit limit.
- e. If legal action is taken to recover monies due to LiTEsource and Controls then LiTEsource and Controls reserves the right to charge the Customer all fees incurred in such proceedings.

4. Delivery:

- a. Late/Non delivery due to any circumstances or events beyond LiTEsource and Controls' control shall not constitute a breach of contract by LiTEsource and Controls and LiTEsource and Controls shall not be held liable for any loss or damage arising through such delivery.
- b. Where the value of goods is below \$300 a delivery fee of \$25 will be charged.

5. Warranties:

- a. LiTEsource and Controls warrants all products excluding lamps, for 12 Months from the date of purchase to be free from defects in material and workmanship.
- b. During the warranty period, if the product fails to perform, LiTEsource and Controls' entire liability will be the repair or replacement of such defective product.
- c. In no event shall LiTEsource and Controls be responsible for removal or reinstallation of any product or for the expenses thereof.
- d. The above warranty does not apply to, and LiTEsource and Controls makes no warranties with respect to products which have been subjected to misuse, neglect, accident, abuse, operating or environmental conditions, that deviate from the parameters established in applicable specifications; or have been improperly installed, stored, maintained, repaired or altered by anyone other than LiTEsource and Controls; or have had their serial numbers or month and year of manufacture or shipment removed, defected or altered.
- e. Warranties are given only to the original purchaser and may not be assigned or transferred to any other party. It is a purchaser's obligation to retain documentation that indicates the date of purchase.
- f. LiTEsource and Controls will not be liable for freight charges if any products need to be returned for credit or warranty evaluation purposes.

6. Customised Orders:

- a. Non-standard products/customised (indent) items are subject to an upfront deposit requirement of 50% and are not subject to cancellation once ordered and accepted by LiTEsource and Controls.
- b. Production will only commence on receipt of afore mentioned deposit.

7. Amendments, Suspension or Cancellation:

- a. Orders can only be modified, suspended or cancelled after prior negotiation and agreement and the Customer must indemnify LiTEsource and Controls in respect of any expenses incurred by LiTEsource and Controls relating to the modification or cancellation of any order.
- b. A restocking fee of 35% will apply.

8. Return of Goods:

- a. Goods will not be accepted for return without prior written consent from LiTEsource and Controls. Goods manufactured to the Customer's requirements and/or specification cannot be returned for credit.
- b. The customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty Goods without exception.
- c. Any subsequent refund of orders paid by credit card will be made to the relevant credit card account.
- d. A restocking fee of 35% will apply.

9. Limitation of Liability:

- a. LiTEsource and Controls will not be liable for any loss or damage incurred by the Customer or End User for Goods damaged as a result of negligence, alteration, accident, use of the Goods in a way which is not in compliance with the Relevant Standards or use of the Goods in any way for which the Goods were not designed or approved by LiTEsource and Controls or as a result of improper fitting, repair or replacement.
- b. The liability of LiTEsource and Controls in respect to faulty materials or workmanship shall, at the option of LiTEsource and Controls, be limited to one of the following:
 - i. The replacement of the Goods;

- ii. The repair of the Goods;
- iii. LiTEsource and Controls will not be liable for any special indirect or consequential damage arising out of the supply of the Goods.
- c. If a claim is made by the customer or end user under one of the warranties set out in section 5, LiTEsource and Controls will not accept any claims for costs, charges or expenses incurred by the customer or end user in relation to replacement, or repair of the Goods.
- d. Except for any warranties and conditions, which cannot be excluded under any Act, all warranties and conditions with regard to the Goods sold which are implied by common law, statute or trade usage are excluded to the full extent legally permissible.

10. Title and Risk:

- a. The title to the Goods does not pass to the Customer until they have paid in full and LiTEsource and Controls has been paid for all other monies then owing by the Customer.
- b. The Goods are at the risk of the customer as soon as they have been delivered to or into custody of the Customer or the Customer's agent.
- c. Until property in the Goods passes to the Customer the Goods are merely entrusted to the Customer as fiduciary and LiTEsource and Controls remains the legal and beneficial owner of the Goods with full power to re-sell and regain possession of them if the Customer defaults in payment of the purchase price.
- d. If the Customer defaults in payment of the purchase price or if the Customer becomes insolvent, LiTEsource and Controls and/or its authorised agents may at any time without notice to the Customer enter onto the Customer's premises at which the Goods are situated, for the purpose of recovering possession of them.
- e. The Customer agrees to indemnify LiTEsource and Controls against all costs, losses and expenses (including without limitation legal costs) incurred by LiTEsource and Controls as a result of or in connection with any default or breach of these Terms and Conditions of Sale by the Customer.
- f. If the Customer receives any proceeds from the sales of the Goods from any other party, the Customer receives those proceeds on trust for LiTEsource and Controls to be applied in payment of the purchase price for the Goods and shall remit such sum forthwith to LiTEsource and Controls. All such payments received by LiTEsource and Controls shall be allocated to the oldest account due for payment.

11. Conflict with Customer's terms:

- a. If any purchase order or other trading terms of the Customer conflict with or are inconsistent with any of LiTEsource and Controls' terms and conditions of sale, then LiTEsource and Controls' terms and conditions of sale as amended from time to time prevail, and will apply notwithstanding any conflicting or inconsistent terms of the Customer.
- b. The Customer acknowledges that the sale by LiTEsource and Controls of any Goods will not constitute acceptance of any conditions of purchase of the Customer which conflict or are inconsistent with any of the Supplier's terms and conditions of sale, even where LiTEsource and Controls acknowledges the Customer's conditions prior to, upon or by delivery of Goods.

12. Jurisdiction:

- a. This agreement shall be governed by the law of New South Wales,
- b. The parties to submit all disputes to the exclusive jurisdiction of the courts of New South Wales Australia.