

OTHER EXPENSES

Expense Type	Line Qty	Line Price Per Unit	Covered %	Billable Line Price
Total				0

**Customer
Signature:**

Technician: Automation Phone

TERMS AND CONDITIONS

- The terms and conditions set out herein contain the entire agreement between the parties and the Buyer agrees that any purchase order given or delivered to the Seller shall constitute an acceptance by the Buyer to purchase on the terms and conditions contained herein and the Buyer agrees that such terms and conditions shall constitute the final agreement between the parties in respect of the sale of the products.
- All Federal, State or Local government taxes, duties or imposts of any nature whatsoever levied, whether directly or indirectly, including any increases or variations in the nature thereof, upon the sale of the products or arising out of the agreement between the parties shall be borne by the Buyer.
- The Seller's terms of payment are net and within thirty days from the date of invoice.
- The product is supplied on a firm sale basis only, that is to say that the Seller shall neither supply the product on an 'on approval' basis nor shall it accept returns of the product for reasons other than imperfection or damage to the product from a cause or causes beyond the control of the Buyer.
- Warranty**
 - The Seller warrants the product and parts for a period of twelve (12) months from installation, for all labour during normal working hours (8:00am to 5:00pm Monday to Friday) and 2 years warranty from date of invoice for new operator product only.
 - The warranty contained in sub-clauses 5(a) shall lapse and be of no effect whatsoever if defects and/or malfunctions result from any of the following:
 - improper assembly or installation, where the product was not installed by the Seller,
 - abuse or imperfect maintenance:
 - use of the product for a purpose for which it was not designed.
 - The liability of the Seller in respect of a breach of any term or condition contained herein or any warranty implied by virtue of any applicable legislation shall be limited to the Seller's obligation at the Seller's sole discretion to either:
 - repair the product or component part:
 - replace the product or component part or supply an equivalent product or component part:
- The total of the Seller's liabilities under or in connection with the sale of the product (whether arising from negligence, contract or howsoever) in respect of each event or series of connected events shall be limited to the price charged by the Seller for the product and it is hereby expressly agreed by the Buyer and the Seller that the Seller shall not be liable in damages above the amount of such charge for any loss, delay or damage whatsoever caused in relation to the sale of the product, subject always to Clause 4 hereof.
 - The Buyer agrees to indemnify the Seller against all claims arising out of installation of the product not performed by the Seller and where the Seller's recommended safety measures have not been complied with.
- Until the moment of payment in full of the purchase price of the product comprised in any purchase order and until other sums due by the Buyer to the seller on any account whatsoever have been paid or satisfied in full:
 - title to the product comprised in any purchase order shall remain the property of the seller notwithstanding the delivery of the product and the passing risk therein.
 - The Seller may at the time recover the goods if they are in 'the Buyers' possession and resell the product if any payment owed by the Buyer on any account whatsoever is overdue or if the Seller considers that the amount outstanding from the Buyer on the general statement of account between the parties is in excess of the credit limit which the Seller is willing to accord the Buyer and for this purpose the Seller and its servants or agents may enter upon the Buyer's or other premises upon which the goods are situated in order to seize the same.
- Any special terms of sales on the reverse side hereof are by this reference incorporated herein with the same force and effect as those set forth herein in full and shall prevail to the extent of any inconsistency with the printed terms and conditions hereof.
- If any term or provision (or part thereof) of these Terms and Conditions of Sale is held by a Court of competent jurisdiction to be illegal, unenforceable or contrary to public policy these terms and Conditions shall be read as if such term or provision (or part thereof) was not included herein, leaving the remainder of the Agreement valid and enforceable.
- This Agreement is to be construed in accordance with and governed by the laws of the State of Victoria.
- Any notice authorised or required to be given shall be given by certified or registered mail, postage prepaid to either party at the address of such party as set out herein or such address as may be notified from time to time.
- No waiver of any of these conditions by the Seller nor any time or indulgence granted by the Buyer shall prejudice any rights the Seller may have had but for any such waiver or grant of time or indulgence.

