

SICAME AUSTRALIA PTY LIMITED CONDITIONS OF QUOTATION AND SALE

1. Every quotation is subject to withdrawal, correction or alteration at any time prior to the seller's acceptance of the buyer's order.
2. Unless expressly provided to the contrary, orders are accepted on the basis that the seller reserves the right to vary the prices payable by the Buyer to accord with those ruling at the date of despatch. In the event that any order or other document forwarded by the buyer to the seller contains anything inconsistent with these conditions, such order or other document, if accepted, is accepted only on the express understanding that these conditions are to prevail in all cases.
3. Prices are subject to buyer's order being for the whole quantity mentioned in the quotation unless otherwise negotiated.
4. Whilst every endeavour will be made to effect delivery by the date given, the seller shall not be liable to penalties or damages (either direct or indirect) for failure to deliver within the time stated due to strikes, accidents, wars and/or other causes beyond the seller's control.
5. Where goods are imported, prices are based on existing rates of freight, exchange, insurance, customs and other duties. Any variation either way in such rates between time of quotation and time of payment will be to buyer's account.
 - (a) All goods supplied are covered by such warranty as is specified by the manufacturer.
 - (b) It is the responsibility of the buyer to satisfy himself that the goods supplied are of the description, quality and character ordered and suitable for the purpose for which they are required. Subject to any legislation to the contrary, the seller shall not be liable for any loss or damage direct or indirect howsoever arising from the sale of from the failure of the buyer to satisfy himself.
- 6(a) The buyer's attention is drawn to Section 68A of the Trade Practices Act, 1974 ("the Act") which has the effect of enabling suppliers in respect of contracts for the supply of goods or services, not being goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption to limit their liability in certain circumstances for breach of certain of the conditions and warranties implied by the Act.
- 6(b) Subject to the qualifications contained in Section 68A of the Act should the seller be liable for breach of a condition or warranty implied by Division 2 of Part V of the Act (not being a condition of warranty implied by Section 69 of the Act) the seller's liability for such breach shall be limited to:-
 - (A) In the case of goods, any one of the following as determined by the seller:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired.
 - (B) In the case of services, one of the following as determined by the seller:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
7. The buyer will be responsible for the immediate examination of the goods after arrival at place of delivery and the seller shall, except as may otherwise be provided by law, not be liable for any claim to which it would otherwise be liable in respect of damaged goods including goods damaged in course of transit unless particulars of such claim are notified to the seller in writing within three (3) working days after arrival of the goods at the place of delivery.
8. To the full extent permitted by law, but subject always to the above terms, all conditions, warranties and representations not expressly contained herein are hereby expressly negated and excluded.
9. Cancellation

Orders placed for goods which are to be specifically manufactured, specially imported, or specially indented by the seller shall not be cancelled without prior approval in writing from the Company. The Company shall be entitled to charge a cancellation fee which shall reflect all costs incurred or payable as a result of such cancellation.
10. Returns

No returns will be accepted without prior approval from the Company. Credit for goods returned after fourteen (14) days from date of invoice will be subject to reduction of ten percent (10%) of that invoice value to cover handling and restocking expenses. No credit will be allowed on any item especially obtained or imported or on handling or delivery charges.
11. Title and Risk
 - (a) Subject to clause 13 (d) below, the risk in the goods purchased shall unless otherwise agreed in writing pass to the buyer upon delivery to the buyer or his agent or to a carrier commissioned by the buyer.
 - (b) Title of the goods shall remain vested in the seller and shall not pass to or become vested in the buyer until payment for the goods has been made in full.
 - (c) Until title in the goods passes from the seller to the buyer:
 - (i) the buyer shall keep the goods separately identified and stored in such a manner as to show clearly that they are the property of the seller; and
 - (ii) the buyer as a fiduciary for the seller may sell the goods in the ordinary course of its business and shall account to the seller for the proceeds of sale.
 - (d) In the event that the buyer defaults in payment for the goods in accordance with the terms of payment the seller and its employees or agents shall have the right to enter upon the buyer's premises or any other premises where the goods are known to be stored to repossess the goods and for this purpose the buyer shall grant all reasonable access rights upon repossession of the goods by the seller, but not until then, the risk in the goods shall revert to the seller.
12. Payment

The extension of credit to the buyer shall be at the entire discretion of the seller and subject thereto and unless otherwise stated the terms of payment shall be net cash within 30 days from the date of invoice. In the event of payment being received beyond the agreed period, the seller reserves the right to charge interest at Westpac Bank prime interest rate plus 3 percent per annum.
13. Delivery Quantities and Weights

Any claim for variation to the delivery quantities shown on our delivery docket must be made within three (3) working days after arrival of the goods at place of delivery.
14. Freight

If at the request of the buyer the seller arranges for transport from the point of delivery to any destination, the seller acts only as the agent for the buyer and the responsibility for insurance, all costs and loss or damage of the goods rests with the buyer.
15. Point of Delivery

The point of delivery is at our warehouse unless otherwise stated. The buyer's attention is drawn specifically to clause 13 and 14 above.C