



## TERMS AND CONDITIONS OF SALE

AUTHOR: CORPORATE

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SIGNED: 

### 1. General

- a) Solco Ltd will herein after be referred to as the Company.
- b) Subject to clause 2a, these Conditions:
  - (i) Govern all offers, order confirmations, deliveries and sales of goods by the company.
  - (ii) Form an integral part of the sale contract;
  - (iii) Supersede all other general conditions and prior verbal representations between the company and the Buyer;
  - (iv) Operate to the exclusion of any terms and conditions issued by, or any other document or statement of, the Buyer whether before or after the date these Conditions come into effect; and
  - (v) May only be altered in writing, signed by the company and the Buyer.

### 2. Precedence

- a) If the company and the Buyer have entered into a distribution agreement, governing the terms on which the Buyer will distribute goods for the company, the provisions of that Distribution Agreement will prevail over these Conditions to the extent of any inconsistency.
- b) Where the company issues an order acknowledgement, the details contained therein or attached thereto shall take precedence over any previous offer.

### 3. Acceptance

A quotation is not to be construed as an offer or obligation to sell and the Company reserves the right, as its option, to accept or reject any orders received.

### 4. Prices

- a) All prices are subject to change without notice and all purchase orders are accepted by the Company, on the condition that they will be invoiced at the prices ruling at the date of despatch. All prices are strictly nett unless where otherwise stated.
- b) Where firm prices are included in a quotation the validity period is thirty calendar days from date of that quotation, unless otherwise stated in writing, and thereafter subject to confirmation prior to acceptance. This is notwithstanding any price variations caused by clauses 12 and 15 below.
- c) If a variable price basis is specifically included in a quotation, then the basis of price calculation will be stipulated in that quotation.
- d) All prices shown in published catalogues or price lists are recommended selling prices only and there is no obligation on the part of any reseller to maintain the same prices.
- e) Unless specifically quoted to the contrary and confirmed in writing, all prices do not include GST, freight or insurance.
- f) A quotation includes only such goods as are specified therein. Goods offered ex stock are subject to prior sale and availability should be confirmed at order placement date.

### 5. Invoicing and Terms of Payment

- a) Payment is to be made in full on Delivery in cash or to a bank account nominated by the company unless the company grants credit terms or in its sole discretion accepts a letter of credit or other security.
- b) The extension of credit to the Buyer shall be at the absolute discretion of the company at all times and unless otherwise stated where extended the terms of payment shall be net cash within thirty days of the date of invoice.
- c) The Company may instruct, in writing, that customers forward a partial or full prepayment as way of deposit on purchases at the discretion of the Company.
- d) If the Buyer fails to pay the invoice in full to the company when due, the company will be entitled (in addition to other rights) to:
  - (i) cancel or suspend any further Delivery to the Buyer under any order; and
  - (ii) Charge the Buyer interest on the overdue amount at a rate equal to the company's overdraft rate from the date of invoice to the date of final payment.
- e) The Company reserves the right to suspend credit where the customer is operating outside of the stated credit terms.

- f) For multiple system, project, and infrastructure installations, the Company will advise in writing payment terms specific to each sale. These will take the form of a deposit, progress payments, and a final payment upon completion.
- g) The Company encourages electronic payment of all invoices / statements, with the customer ensuring a correct remittance advice detailing the payment is faxed / emailed to the Company. Payment by cheque and cash is accepted.
- h) Where payments are made contingent upon delivery, erection or test and any of these stages are delayed to suit the purchaser's wishes or convenience, or by reason of unreadiness for us to proceed for any other reasons outside the Company's control (such as delay or delivery of material being furnished under separate contract), payments are to be made within the time in which they ordinarily would have been made had there been no such delays, the materials being, if necessary, stored at purchaser's risk and expense.
- i) Expense incurred by the Company in collection of overdue payments will be charged at cost.

### 6. Discounts

Discounts may be offered to Authorised distributors and/or for unusually large quantities of goods purchased. These would normally be included in our quotation and would be detailed on applicable invoices.

### 7. GST

- a) The prices quoted do not include GST unless specifically stated otherwise in writing.
- b) Where goods are claimed for GST exemption, a claim form must be signed by the purchaser and made available to the Company prior to the time of invoicing; otherwise GST will be charged at the applicable rate.
- c) GST charged will not be credited under any circumstances.

### 8. Freight and Insurance

- a) All prices quoted are ex works and exclude freight and insurance unless stated otherwise in writing. The Company ceases to be responsible for the goods upon departure from its premises, and therefore will not be liable for any claims whatsoever for loss or damage to the goods.
- b) The method of freight should be stipulated at order placement, otherwise goods will be shipped via the Company's normal carrier. The cost of such freight will be charged to the purchaser at cost plus an administration fee.

### 9. Packing

Unless agreed otherwise in writing, all goods are packed to the satisfaction of the Company. Such packing will be adequate for normal handling and storage but not for exposure to weather or undue extremes of temperature, humidity or vibration. Any other packing requested by the purchaser or deemed necessary by the Company will be charged for in addition to the price quoted.

### 10. Delivery

- a) The delivery period quoted commences from the date the Company receives sufficient information to proceed with supply or from the date the Company receives the purchaser's written order, whichever is the later date. Where deposits are required, the delivery period commences from receipt of that deposit. Quoted delivery dates are subject to confirmation at order placement.
- b) Where a specific delivery period has been stipulated, that period is subject to variation, caused by circumstances outside the control of the Company and changes as detailed in Clause 15 below.
- c) The Company reserves the right to deliver and receive payment for any goods which form part of an order.

- d) The Company in any event will not be liable to the purchaser for any loss of profits or any other consequential loss or damage caused to the purchaser by any delay in delivery or any non-delivery of an order or part thereof.
- e) The purchaser will be informed by the Company as soon as the probability of a delay is recognised.
- f) Where goods are to be supplied by the purchaser for inclusion in products to be supplied to the purchaser, the responsibility for supply and delivery of the goods to the Company lies with the purchaser.

#### 11. Installation

Where the installation of equipment is undertaken by others, the Company does not accept responsibility for the operation of any complete system including equipment supplied by other manufacturers. Site visits will not normally be undertaken to attend to such systems, but if required, full service rates will be charged for time involved.

#### 12. Credits / Claims / Returns

- a) On receiving the goods, the Buyer is to inspect the goods, exercising such care as is customary or appropriate in the circumstances.
- b) Claims for shortages, returns or overcharges must be in writing and accompanied by a Return Material Authorisation (RMA) Form including details of:
  - Invoice or delivery docket number;
  - Date of invoice;
  - Model and serial number(s);
  - Quantity for return or credit; and
  - Reason for return or credit directed to the company within the following time limits or prior to installation of goods:
    - *If ordered in error by the Buyer (will incur 10% handling charge), 7 days from invoice date;*
    - *Supplied in error by the company, 7 days from invoice date;*
    - *Short supply, 7 days from invoice date;*
    - *Received damaged, 14 days from invoice date;*
    - *Pricing error, 7 days from invoice date (if applicable);*
- c) Once the RMA number is issued, the goods must be returned within 14 days clearly marked with the RMA number.
- d) If the product is not damaged or defective and not returned to us in the original unopened packaging, it may be returned to you at your cost.
- e) In the event of an incorrect order by the Buyer, the company will use reasonable endeavours to sell the goods ordered; however if unsuccessful, no claim may be made against the company by the Buyer for the return of the goods.
- f) The company may reject any claims on reasonable grounds.
- g) The company is not responsible for goods lost or damaged in transit following Delivery.
- h) No claims will be accepted for return of goods after their installation.

#### 13. Cancellation or Variation

- a) A contract may, at the Company's option, be terminated in the event of insolvency of the purchaser or of execution being levied against any of the goods of the purchaser being placed in liquidation, whether voluntarily or otherwise.
- b) An order may be varied only if such variation is accepted by the Company in writing and any variation or cancellation by the purchaser (whether or not it has been agreed to by the Company) may only occur on terms which will provide for the Company to be indemnified by the purchaser against any loss or damage.
- c) The Company shall not be deemed to have agreed to comply with any specifications and drawings referred to in any order unless such specifications and drawings have been supplied to the Company prior to the commencement of manufacture or delivery of good and signed by the Company.

#### 14. Information, Specification, Literature, Performance

- a) All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by the Company or otherwise, contained in catalogues, price lists and other advertising matter of the Company are approximate only and are intended to be by way of general description of the goods and shall not form part of the contract unless certified by the Company in writing, in which case they shall be subject to recognised tolerances.

- b) One copy of documentation covering the basic description, setting up, installation and connection details will normally be supplied with the equipment. Additional copies are available on request only and may be subject to extra charge.
- c) Technical manuals, which may include internal circuit diagrams, component specifications, detailed technical descriptions, etc, can normally be made available but would be at extra cost subject to inclusion in the written quotation.
- d) All technical information supplied is to be treated as strictly confidential and must not be passed on or copied in part or whole to any third parties without prior written consent of the Company.
- e) The purchaser shall assume responsibility for ensuring the capacity and performance of equipment being purchased is sufficient and suitable for his purpose. Particular note must be made of this condition in relation to products or systems designed to purchasers specific requirements.

#### 15. Design or Specification Changes

Any changes required by the purchaser must be requested in writing and will not be deemed to be accepted by the Company until confirmed by the Company in writing. Any changes may affect prices and/or delivery previously noted.

#### 16. Service Rates

After the warranty period expiry, service work will be carried out on an hourly basis at the ruling rates at the time. Goods returned to our factory for service or repair must be sent with a delivery docket, a report detailing the nature of the fault and a relevant person to contact. Any costs incurred in the way of delivery charges will be met by the client.

#### 17. Sub Contracting

The Company may at any time sub-contract the manufacture or supply of any goods or services to be supplied to the purchaser.

#### 18. Patents, Permits or Licences

The Company accepts no responsibility for any patent infringements or any claims for payment of royalties for goods supplied to the purchaser, such goods having been designed to the purchaser's general specification. Goods are supplied under the understanding that any relevant permits or licences have been obtained by the purchaser.

#### 19. Default by Buyer

Without limiting any other rights the company may have, if;

- The Buyer fails to pay any amount owing to the company when it is due;
- Any step is taken to enter into any arrangement between the buyer and its creditors;
- The Buyer ceases to be able to pay its debts as and when they become due or to carry on business; or
- Any step is taken to appoint a receiver, receiver and manager, trustee in bankruptcy, liquidator, provisional liquidator or like person of the whole or part of the Buyer's assets or business.

The company may;

- Require the Buyer to pay immediately all amounts invoiced but not yet paid by the company;
- Require the Buyer to pay in advance of or on delivery; or
- Suspend or cease supplying goods to the Buyer, whether or not the buyer has ordered goods that have not yet been supplied.

#### 20. Risk and Title

- a) Risk in goods passed to the Buyer on the Delivery.
- b) Despite delivery or the passing of risk, ownership of goods remains with the company until the company has received full payment for the goods.
- c) The Buyer has the right to re-sell the goods. The sale must be made in the ordinary course of the Buyer's business.
- d) The company shall at all times be entitled to enter any premises believed to be occupied by the Buyer and recover any goods sold at any time by the company to the Buyer to which title has not yet passed.