

IMPACT SUPPLIES (AUSTRALIA) PTY LTD

Equipment sold by Impact Supplies (Australia) Pty Ltd ("I.S.") is sold upon and subject to the following conditions of sale and warranty.

Quotations and Tenders

1. Any tender or quotations shall, unless expressly stated to be otherwise, be valid for a period of fourteen days after which time the acceptance of any tender or the placing of any order in conformity with any quotation shall be conditional upon I.S.'s written consent. Availability of stock shall be as quoted by I.S. subject to prior sale. When I.S. quotes used equipment, every endeavour shall be made by I.S. to provide the purchaser with an accurate description, however, the purchaser shall satisfy itself of the brand, model, size, capacity, age, condition and performance of the used equipment being correct and suitable for the purpose prior to accepting delivery. I.S. recommends the purchaser inspects the used equipment and/or engage an agent to do so prior to ordering. Date of acceptance or date of any order shall be the date when it is actually received in writing by I.S. Any contract for the supply of goods with I.S. shall be subject to these conditions of sale and warranty and in the case of any inconsistency between them and any tender document or quotation, these conditions of sale and warranty shall prevail.

Prices

2. Prices quoted by I.S. are ex-store and do not include freight or insurance and are exclusive of Good and Services Tax unless expressly specified. In the event of any additions or alterations in GST or Federal or State Government imposts being brought into force before the delivery of any item of equipment and I.S. has to pay or collect such tax or impost the prices quoted to the purchaser by I.S. shall be varied by the amount of such tax or impost. Prices quoted are subject to change without notice and do not constitute an offer to supply. I.S. reserves the right to supply any orders or to fulfil any contract to supply in part or in full and I.S. shall not be under any liability whatsoever in respect to any failure to supply an order or to fulfil any contract to supply whether in whole or in part. All goods will be invoiced at I.S.'s list prices current at date of supply notwithstanding any price quoted in any tender or quotation.
3. The sale shall be deemed to be completed and the goods delivered to the purchaser and at his risk when the goods have been consigned to the purchaser.
4. Any period or date of despatch quoted by I.S. is given and intended as an estimate only. I.S. shall not be liable for any loss or damage arising out of any failure of or delay in despatch of delivery howsoever caused, nor shall it be in any way liable for any damage to the goods after despatch, howsoever the same may arise.
5. Unless otherwise agreed, payment shall be made net cash within thirty days following the date of despatch of the goods to the purchaser. I.S. reserves the right to charge interest at 2% above the prevailing rate charged by Westpac Banking Corporation to prime borrowers on overdraft accounts in excess of \$100,000 on accounts outstanding after due date for payment. In the case of extended contracts, progressive payments will be required and special arrangements will be made for these.

Defective Claims

6. The purchaser must examine new equipment sold upon delivery and any damage to the equipment or deficiency must be reported to I.S. in writing within ten days of such delivery and I.S. will not entertain any claim for such damages or deficiencies unless the claim is made within the stated period.

Return of Goods

7. Prior arrangement must be made with I.S. when any goods are returned to it for any reason whatsoever and the purchaser must inform I.S. of the date, place of delivery, original order number and the serial number of the equipment.

Work on Purchaser's Premises

8. In the event that any work is carried out by I.S. on the purchaser's premises other than its own I.S. shall not be liable for any loss or damage occasioned to the purchaser or to his employees arising from any cause whatsoever in respect of or connected in any way with such work.
9. No employee, servant, representative or agent has any authority to vary these conditions or any of them.
10. The sale or delivery of any item of equipment to the purchaser implies acceptance of the foregoing conditions.

WARRANTY

1. Should any item of equipment sold by I.S. develop any fault which in I.S.'s opinion is due to a defect in materials or manufacture, then I.S. will either supply a replacement part or carry out repairs to the equipment always provided however:-
 - (a) the defect arises within a period as indicated in I.S.'s preceding written only quotation from date of despatch after which all liability on I.S.'s part ceases;
 - (b) no alteration to the construction of or to the design of the equipment has been made;
 - (c) the equipment has not been damaged;
 - (d) no alteration or repair to the equipment has been carried out without the prior written consent of I.S.;
 - (e) I.S. is promptly notified of the defect, such notification to be given to I.S. at its office at Sumner Park giving full details of the nature of the malfunction and probable cause, date of purchase, original order number and serial number of the equipment;
 - (f) the purchaser promptly delivers the defective part or parts of the equipment to I.S. at Sumner Park at the purchaser's own cost and expense;
 - (g) the equipment has been correctly installed, properly maintained and lubricated and operated and has not been misused.All warranty conditions given by I.S. are restricted to the extent of any warranty or guarantee given to it by its supplier.
2. Save as provided for in Clause 1 and subject always to Clause 3.
 - (a) I.S. makes no representation and gives no guarantee whatsoever in respect of any item of equipment supplied, repaired or sold by it and
 - (b) All conditions and warranties whatsoever whether statutory or otherwise are hereby excluded insofar as the same may be lawfully excluded by agreement between the parties to the contract of sale and/or service and
 - (c) I.S. shall not be liable in respect of any claim of any nature for any injury, loss or damage to any person or property caused by or arising out of the use of items of equipment sold by I.S. except insofar as the same may be imposed upon I.S. or implied into the transaction by any statute, the provisions of which cannot be excluded by the provisions of sale, provided however:-
 - i. In the case of any sale or provision of services to which these conditions of sale apply and to which the law of the State of Queensland applies which said sale or provision of services is to a consumer within the meaning of the Consumer Affairs Act 1970-74 (as amended) the benefits conferred on that consumer are in addition to all other rights and remedies had by the consumer in law and in any such case where the law of Queensland applies any warranties given in these conditions of sale are given by I.S., the place of business of which is at Sumner Park.
 - ii. In the case of any transaction to which Section 6 of the Manufacturers' Warranties Act 1974 of the State of South Australia (as amended) or Section 64 of the Sale of Goods Act of New South Wales (as amended) or the Law of Reform (Manufactures' Warranties) Ordinance of the Australian Capital Territory (as amended) applied, nothing contained in these conditions of sale or the warranty shall exclude or limit I.S.'s liability arising by virtue of any express or statutory warranty and
 - iii. In the case of a transaction to which the provisions of any Commonwealth, State or Territorial legislation which cannot be modified or excluded applies, these conditions of sale and warranty shall be read and construed subject to that legislation and shall operate accordingly and the benefits conferred on the purchaser by these conditions of sale shall in any such case be in addition to the rights of the purchaser under any such legislative provisions.
3. In the case of a transaction pursuant to these conditions of sale which constitutes an acquisition of goods by a consumer within the meaning of Section 4b of the Trade Practices Act of 1974 (as amended), being the acquisition of goods other than those of a kind ordinarily acquired for personal, domestic or household use or consumption, then the liability of I.S. for a breach of conditions or warranty (other than the breach of conditions or warranty implied by Section 69 of the Act) (as amended) shall be limited to the repair of the goods or the supply of equivalent goods.