

# Safetech Terms of Sale

## 1 Price:

Unless otherwise stated all prices are:

- 1.1 Ex-Factory, Della Torre Rd Moe, Victoria 3825.
- 1.2 Exclusive of packaging, transportation, handling, unloading, installation, training, supervision and miscellaneous expenses all of which must be paid by Buyer.
- 1.3 Subject to change prior to acceptance of order.

## 2 Payment Terms:

Payment by deposit and agreed instalments will be accepted.

### 2.1 Non-Account Customers

Stocked Items:

Cash prior to dispatch.

Manufactured to Order:

30% deposit, invoiced on order placement payable within seven (7) days;

Balance payable within fourteen (14) days following factory completion and must be paid at least 21 days prior to dispatch

### 2.2 Existing Account Customers

Stocked Items & orders under \$50,000.00:

Invoiced on dispatch, payable 30 Days end of month

Bespoke equipment and all orders over \$50,000.00:

30% deposit invoiced on order placement, payable 30 days end of month;

Up to 95% of the value of equipment invoiced on delivery to site (less any deposit paid);

Balance on installation.

Please note that if the delivery date is delayed by site and the equipment is manufactured, the equipment will be invoiced for payment after 30 days.

The invoiced amount is payable in full no later than thirty (30) days end of month from date of invoice as per account terms. All trades subject to applicable credit limits.



### **3 Equipment Service or Warranty Works:**

Payment shall be made at time of service by cash, cheque, direct credit or credit card. Details shall be provided prior to supply of technical support or technicians.

### **4 Acceptance:**

A verbal or written budget estimate is not an offer (quotation) and does not bind Safetech Offers (quotations) shall be in writing and are valid for 30 days from the date of receipt.

If acceptance of a quotation is evidenced by the issuance of a purchase order, such order shall become a contract when accepted by Safetech. If any of the provisions of such purchase order purport to supersede, modify, add or detract from these terms and conditions, these terms and conditions shall govern in the event of dispute.

Safetech are unable to commence manufacture or lock in an installation window until such time as the contract is executed (if applicable), required deposit paid, drawing approval received, and customer has confirmed site will be ready to accept delivery.

### **5 Delivery:**

Ex-Factory, Della Torre Rd Moe, Victoria 3825 unless otherwise required in writing; Transport by common carrier unless varied by written agreement.

Finished undelivered product will be stored subject to Buyer:

- 5.1 Having paid for product in full.
- 5.2 Paying all additional transport, handling and storage charges incurred prior to site delivery.

### **6 Goods and Services Tax (G.S.T):**

The buyer will bear and pay the gross GST invoiced without allowance for any GST credits Safetech or buyer may be entitled to.

### **7 Title and Ownership:**

Title to the machinery and equipment shall remain with Safetech and shall not pass to the Buyer until the full amount agreed to be paid, has been fully paid. The Buyer's right to possession of the Product/s shall cease where Safetech has not received payment in full if:

- 7.1 The Buyer goes into liquidation.
- 7.2 An order is made or a resolution is passed for the winding up of the Buyer.
- 7.3 The Buyer commits an act of bankruptcy.
- 7.4 The Buyer is unable to pay its debts within the meaning of the Corporations Law.
- 7.5 The Buyer has a Receiver and Manager appointed to it or any of its assets.

Safetech may enter upon any premises where the Product/s are stored or where the Product/s are reasonably thought to be stored for the purpose of repossessing them.



## 8 Claims and Damages:

Unless expressly stated in writing, product and equipment shall be at Buyer's risk on and after Safetech's delivery in good shipping order to the Carrier. Safetech shall in no event be held responsible for materials furnished or work performed by any person other than it or its authorised representative or agent.

## 9 Cancellations:

If it becomes necessary for Buyer to cancel this order wholly or in part, they shall at once so advise Safetech in writing. Oral cancellation of an order shall not be accepted by Safetech. Upon receipt of such written notice all work will stop immediately. If the order entails only stock items, a flat restocking charge of 25% of the purchase price will become due and payable by Buyer to Safetech. Items purchased for the cancelled order shall include the cancellation charges of Safetech suppliers plus 25% for handling. The cost of material and/or labour expended in general fabrication for the order shall be charged for on the basis of total costs to Safetech up to the time of cancellation plus 25%.

## 10 Returns:

No equipment, materials or parts may be returned to Safetech without written permission.

## 11 Extra Charge Delay:

If Buyer delays or interrupts progress of Safetech's performance, or causes changes to be made, Buyer agrees to reimburse Safetech for expense, including storage & handling fees, incident to such delay.

## 12 Change and Alterations:

Safetech reserves the right to make changes in the details of construction of the equipment, as in its judgment, will be in the interest of the Buyer and will make any changes in or additions to the equipment which may be agreed upon in writing by the Buyer, and Safetech is not obligated to make such changes in products previously sold to any customer.

## 13 Recovery of Legal and Other Charges:

Buyer agrees to pay Safetech its collection costs, reasonable legal fees, court costs and interest.

## 14 Engineering Advice:

Safetech is not engaged in rendering any professional or other advice or services. Safetech does not and shall not provide engineering advice or comment on the suitability or otherwise of the equipment, building, structure or location selected by Buyer



for positioning and utilisation of Safetech equipment. Buyer should obtain their own independent professional engineering advice relevant to their particular circumstances.

## **15 Force Majeure:**

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable) to the extent the failures or delay are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, carriers, or any party to substantially meet its performance obligations under this Agreement. As a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

## **16 Intellectual Property Rights:**

Sale of the Product shall not confer upon the Buyer any rights or interest in any trademarks, patents, copyrights, industrial designs or other intellectual property rights of Safetech. The Buyer shall not dispute or conspire to dispute or question the title of Safetech to such rights relating to the Product. The Buyer undertakes not to utilise, copy, reproduce or disclose or permit others to utilise, copy, reproduce or disclose any such intellectual property without the prior written consent of Safetech.

## **17 Governing Law:**

The laws of Australia and the State of Victoria shall govern this agreement.

## **18 Sale, Installation, Set up, Commissioning, Maintenance or Servicing of Equipment:**

Unless modified or excluded by Safetech in writing Buyer shall comply with the following requirements:

- 18.1 To obtain all planning, building and other permits and authorisations prior to commencement of works.
- 18.2 To bear and pay National/State/local taxes, duties and imposts.
- 18.3 To provide a worksite compliant with all Occupational Health and Safety Regulations and to ensure continued compliance whilst Safetech personnel are present.
- 18.4 To provide Safetech with uninterrupted access to the site. To the extent that industrial action of any nature affect's Safetech's abilities to perform its duty under this agreement Buyer shall indemnify Safetech against all costs charges and expenses incurred.
- 18.5 To provide correctly certified lifting equipment for installation.
- 18.6 To provide a prepared worksite and to modify, remove or repair existing equipment where necessary. Buyer warrants that the worksite complies with all



- structural and building requirements, and is capable of accepting and supporting the safe operation of the equipment to be installed.
- 18.7 To ensure other equipment, utilities and services required for installation and commissioning are available, connected and functioning including appropriate power and dry, filtered, non-lubricated compressed air.
  - 18.8 During installation supply all consumables not otherwise supplied with the equipment.
  - 18.9 Ensure that personnel acquire proper training to programme, operate and maintain the system.
  - 18.10 To provide Control interface with existing equipment.
  - 18.11 All work shall be completed during normal business hours. Safetech has made no provision for site or special allowances or conditions particular to the site unless otherwise stated. Should there be any site agreement nominating allowances and conditions not included in any Federal and State Awards, Safetech reserves the right to pass on such costs to Buyer.
  - 18.12 To design, supply and erect environmental protection enclosure if required, or civil works including foundations for the supplied equipment.
  - 18.13 Assist Safetech personnel during installation, start-up and commissioning.
  - 18.14 To ensure the technical content and concepts of this proposal are not disclosed or used for any purpose other than by the Buyer, in whole or part, without the express written permission of Safetech.
  - 18.15 Any change to specifications negotiated after order placement shall not be accepted unless in writing and signed by individuals having the authority to make contractual commitments for and on behalf of the Buyer.
  - 18.16 Prior to equipment going into service owner shall ensure compliance with relevant Occupational Health and Safety Regulations including where necessary certification or registration of the installation.

## **19 Operation and System Maintenance Training:**

These shall be site-based training sessions during installation, start-up and commissioning covering general operation, safety, trouble shooting and practical experience. Safetech shall charge for any training conducted outside of the time of installation, or any subsequent training conducted with new personnel.



## 20 Time for Performance:

Safetech shall not be required to meet its contract obligations until it has received and approved all relevant documentation and information authorised and signed by principal. Design and fabrication of equipment and contractual timelines shall only commence upon receipt of site drawings, fully documented scope of works, complete specification, signed and dated final structural drawings and contract for whole of the works.

## 21 Contingencies:

Safetech shall charge for all contract variances.

## 22 Supply terms.

Equipment, materials and service is supplied exclusively under the terms of Safetech's Warranty. Safetech's complete terms of warranty can be found [here](#).

