

## TERMS AND CONDITIONS

### **DELIVERY**

Delivery can be arranged for seven(7) to fourteen(14) working days from receipt of your firm order.

### **GST**

Is excluded in all prices quoted.

### **VALIDITY**

Prices remain firm for thirty days from the date of the proposal.

### **WARRANTY**

Graftek Marketing Pty Ltd equipment provides a complete warranty for parts for a period of twelve(12) months from the date of Supply. Should the equipment become defective during the warranty period all defective parts will be replaced.

### **OWNERSHIP**

Title to equipment will pass to the purchaser upon payment of the full price plus any additional charges under these Terms and Conditions of Sale.

### **TRAINING**

Graftek Marketing Pty Ltd shall, unless otherwise agreed, provide user training at the installation site during normal business hours if request at a engineer fee as agreed from time to time.

### **RISK/PROPERTY**

Graftek Marketing Pty Ltd shall insure the equipment against loss, damage or destruction up to the date of delivery only. Risk of the equipment shall pass to the purchaser immediately upon delivery.

### **CANCELLATION/VARIATION**

No cancellation or variation may be made to the agreement unless expressly agreed to in writing by Graftek Marketing Pty Ltd

Without limiting the generality of the above clause FibrIDGE Australia Pty Ltd may in its absolute discretion in relation to cancellation where the cancellation is made after the delivery of the equipment, charge the purchaser thirty percent (30%) of the purchase price and charge to the purchaser the whole of amount spent or liability incurred in relation to the Agreement or as agreed from time to time.

### **LIABILITY**

The liability of Graftek Marketing Pty Ltd under the Agreement, or pursuant to any warranties of conditions which are implied by the provisions of the Trade Practices Act shall be limited to the repair or replacement of any faulty or defective equipment as may be required and without limiting the generality of the foregoing. Graftek Marketing Pty Ltd shall not be liable for any indirect consequential losses or damage which the customer may sustain however arising.

### **PRICE/PAYMENT**

The purchaser shall pay the purchase price and any additional charges to Graftek Marketing Pty Ltd as follows:

a) Supply Only - 100% to be invoiced and paid on collection or delivery to site or other pre-agreed location or accounts. b)

Finance - Written approval of finance must be provided to Graftek Marketing Pty Ltd prior to ordering of equipment. Full payment by financier is required within seven (7) days of supply.

c) Delays - If the Purchaser delays the equipment within ten (10) working days of to the agreed purchase date through no fault of Graftek Marketing Pty Ltd the purchaser will be billed 80% of the total cost and is payable within seven (7) days of the date of invoice.

### **ACCOUNTS**

Government Corporate Defense and Education accounts payment are as per 30 days EOM terms as approved.

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**GRAFTEKMARKETING.COM**

FibrIDGE Australia Pty Ltd

<http://www.fibrIDGE.com.au>