



# Terms of Trade

## EFFECTIVE 30<sup>TH</sup> JUNE 2015

### 1. DEFINITIONS

- "COMPANY" means Royce Water Technologies Pty Ltd
- "PURCHASER" means any person who enters into a contract with the Company for the purchase of goods.
- "GOODS" means any goods or services supplied or to be supplied by the Company as specified in an order accepted by the Company.
- "ORDER" means an official purchase order placed with the Company for the supply of goods.

### 2. GENERAL

These Terms and Conditions apply to the sale of goods by the Company and all offers made by the Company in relation to the Company's goods, unless varied, amended or cancelled in writing signed by an officer or representative of the Company. Distribution, OEM or Private Label Agreements, duly signed and authorised by an officer of the Company are examples of such a variation.

The Purchaser of goods from the Company is deemed to have accepted the terms and conditions contained herein by placing an order with the Company.

These terms and conditions supersede all previous terms and conditions imposed by the Company and override any terms and conditions of purchase used or submitted by the Purchaser.

### 3. VALIDITY

All company quotations are open for acceptance for the period stated herein or when no period is stated for thirty (30) days only after the date of quotation and thereafter are subject to confirmation in writing before acceptance.

### 4. PRICES

The prices quoted are based on current list prices ruling at the date of quotation, unless otherwise agreed all prices quoted are net, Ex-store, Brisbane Australia. When prices quoted by the Company are calculated on minimum or specific quantities, the Company may amend that price per unit if there is any variation in the total quantity of goods ordered from that upon which the quotation was based. Should the Purchaser require part supply only, the Company reserves the right to submit a revised quotation.

### 5. CANCELLATION

The Purchaser's order may be cancelled only with the Company's written consent and may incur payment of a reasonable and appropriate cancellation charge to be determined by the Company.

### 6. FREIGHT

No insurance, freight or related charges are included in our quotation unless otherwise stated. Carriage within Australia will be the responsibility of the purchaser, who is to provide freight account instruction details, where no details are provided a carriage charge will be added to the purchasers account. For overseas shipments, delivery will be freight collect to the purchasers account, unless agreed otherwise in writing by the company.

### 7. DELIVERY PERIOD

The Company will endeavour to deliver the equipment and/or complete the work ordered within the time advised by the company. The company will not accept responsibility for delays or liability for penalties or any loss resulting from or due to late delivery unless specifically agreed in writing by the company.



## 8. SPECIFICATION

Where specifications are incomplete, unclear or ambiguous, the Company shall interpret the specifications in accordance with standard practices within the Company and the Company shall not be held responsible in any way whatsoever as a result of such interpretations. Orders for 'custom made' products are acknowledged by fax or email and will be made to that shown in the acknowledgement documents unless we are notified of corrections/changes required within 24 hours by fax ( 07 3262 1232) or email to [admin@roycewater.com.au](mailto:admin@roycewater.com.au). Custom made products are non-returnable.

## 9. NORMAL TERMS OF PAYMENT

Unless special terms are agreed in writing payment shall be made net cash within 30 days following the date of invoice. Payment means receipt by Royce Water Technologies Pty Ltd of cleared funds. If default is made in payment by the due date account will be placed on hold and interest at bank overdraft rates ruling at that time shall apply.

## 10. OWNERSHIP

Property and the goods shall remain that of the Company until such time as the whole of the purchase price has been paid and the Purchaser shall indemnify the Company for any damage to the goods however caused while they are in the custody or possession of the Purchaser, its servants or agents and where the Purchaser on-sells the goods then the monies received by him are held in trust for final payment to the Company.

## 11. WARRANTY

Company guarantees that, under proper use in accordance with the manufacturer's specifications and instructions the goods will be free from defects solely due to faulty workmanship and materials, during a period of twelve (12) months from delivery. During said period upon an authorised return to the Company, freight pre-paid, of any part of the goods covered by this warranty, the company shall, if it finds such a part to be so defective in its sole opinion, at its option repair such part or supply a replacement part free of charge, provided that:

The goods or any part thereof are not, and have not been without the Company's consent, altered, repaired or subjected to any technical attention by any person other than the Company's authorised representatives;

The provision of the sub-clause 11 may, at the Company's option, be varied or replaced by specific warranty conditions issued in respect of particular products.

This warranty does not cover damage due to normal wear and tear that in the Company's opinion, appear in the equipment within a period of twelve months from the date of delivery from our works. The Company's responsibility is limited to the replacement of defective parts whether the work is carried out on site or at the Company's works.

Should the Company be called to carry out work under guarantee and find that the fault lies outside our responsibility, then any cost involved will be added to the contract price and charged to the Purchaser's account.

The guarantee does not extend to and the Company accepts no liability for, consequential and/or secondary damages or losses of any kind sustained directly or indirectly as a result of a defect in any products, materials or installation.

The Company does not guarantee the overall performance of any plant or the result of any process on which the Company's equipment is used.

## 12. CREDIT RETURNS AND CLAIMS

Under no circumstances shall equipment and goods be accepted for credit unless prior written agreement has been made by both parties. A credit note will only be issued if the returned goods are found to be in the same condition as despatched. Credit will not be given for goods special in any nature whatsoever or for equipment bought by the company for special offer or drawings and design work carried out. The Company will not approve the payment of any freight charges(s) and associated cost(s) involved in receiving returned equipment unless agreed to in writing prior to despatch of the goods.

## 13. FORCE MAJEURE

Company shall not be liable for any failure or delay to supply the goods due to any cause or circumstances outside the Company's control, including but not limited to acts or omissions of the Purchaser.

## 14. GOVERNING LAW

These conditions shall be governed and administered by the laws of the State of Queensland, Australia. Sole and exclusive forum for dispute resolution under these conditions shall be in the state courts of Queensland, Australia.