

SUNWOOD ENGINEERING

TOTAL ENGINEERING SOLUTIONS

TERMS AND CONDITIONS OF SALE

1. GENERAL:

Unless otherwise expressly agreed in writing, all goods are sold upon the following terms and conditions and no agent or representative of the Company has any authority to vary or omit any or all of these conditions.

2. PRICES:

All prices published are the Company's current rates. Orders are only accepted on the understanding that goods will be invoiced at prices ruling at date of dispatch.

3. SPECIAL PARTS:

Where orders are accepted for special production or procurement, then unless otherwise agreed in writing, the Company reserves the right to supply these items on a "Non Returnable" basis.

4. PAYMENT:

Unless otherwise stated payment is to be made on or before the 25th day of the month following the invoice date. Failure to make due payment in respect of deliveries or instalments under this or any other contract with the Company shall entitle the Company to delay, suspend or cancel any further deliveries at its option.

5. DELIVERY:

The Company will endeavour to deliver any goods ordered promptly by the means requested by the purchaser. However the Company shall not be liable for any claims resulting from delay in delivery. Goods shall be deemed to be delivered upon designated carriers receipt.

6. BACK ORDERS:

Goods not supplied or balance of part deliveries will be back ordered and supplied as soon as possible unless otherwise requested.

7. RETURN OF GOODS:

Goods may not be returned for credit without our consent.

Any goods returned for credit shall be returned freight paid within the time limits below:

- (i) within three days of the receipt of goods in the event of any deficiency or damage.
- (ii) within seven days of the receipt of invoice if the goods have not been delivered.

8. WARRANTY:

The Company will, as regards goods manufactured by it, make good by repair or replacement at its option any defects therein attributable solely due to defective workmanship or materials which are notified to the Company immediately upon detection and within twelve months from date of sale, provided that if required the goods are returned freight prepaid within one month of discovery of the defect.

This guarantee does not extend to defaults caused by wilful damage, negligence, incorrect usage, storage, application or defects caused by fair wear and tear.

The Company accepts no liability under any other claim for expenditure or repairs or for any consequential loss or damage of any kind and accordingly all other express or implied warranties as to quality or fitness of the goods are expressly excluded.

9. PRODUCT DEVELOPMENT:

Under the provisions of the certified Quality Management System (QMS) detailed in QM-001, the Company will provide a *limited* Product Development service to Clients. However, the Company shall not be liable for claims resulting in any subsequent design defaults. As stated in the QMS, the responsibility for the Design and Development of any product (as defined in AS/NZS ISO 9001:2000) rests solely with the Client. If required, the procedures relating to the Company's Product Development activity are available for review.

10. PROPERTY:

Property in the goods supplied is expressly retained by Sunwood Engineering Pty Ltd and shall not pass until all moneys have been paid to Sunwood Engineering Pty Ltd

The purchaser expressly authorises Sunwood Engineering Pty Ltd to enter onto any property where the goods are kept to retake any such goods upon the failure by the purchaser to pay for such in the terms of this agreement.

Sunwood Engineering Pty Ltd

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