

ASB Industrial Innovations (ASBII)

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GENERAL TERMS AND CONDITIONS OF SALE

Last revised 9th May 2017 and subject to change without notice. Supersedes all previous revisions.

DEFINITIONS

ASBII	-	Andrew Stuart Bowers Industrial Innovations
Appliance	-	Goods, ASBII Belt Cleaner, MHC900, MHC1500, MHC...
We, us, our	-	ASBII, its officers, employees or agents
you	-	Customer, Purchaser

QUOTATIONS

1. This quotation is subject to confirmation on receipt of your order.

ORDERS

2. An order once accepted by us may not be cancelled or altered except upon terms and condition satisfactory to us (which, in the case of cancellations, may include payment of a cancellation fee, which includes all expenses incurred by way of labour, materials, services, overhead expenses, fees, duties, taxes and loss of profit.
3. An order placed by the purchaser shall, when accepted by us, give a rise to a binding contract which shall include all the terms of conditions set out herein and no variation of the terms of this contract shall be binding upon us unless in writing and signed by an authorised officer of Andrew Stuart Bowers Industrial Innovations (ASBII).

DELIVERY

4. Delivery times are quoted in good faith and as accurately as we are able to estimate but are not guaranteed.
 5. The period quoted for delivery and completion commences after the receipt by us of all particulars, specifications, drawings, technical data, approvals, information affecting the execution of an order and payment of all monies due.
 6. Delivery times quoted are subject to adjustment due to prior sale of equipment before receipt of order.
 7. With regard to items quoted which are not of our manufacture, the times quoted are based on the manufacturers promised delivery to us, or upon our estimate of delivery time.
 8. We will not accept liability for penalties, or damages (either direct or indirect) for failure to deliver within the time, or by the dates quoted, unless expressly agreed in writing and signed by an authorised officer of Andrew Stuart Bowers Industrial Innovations [ASBII]. Notwithstanding the fact that we do so agree, in no event will we be liable for any delay or failure in delivery if such delay or failure is caused by any act, matter or thing beyond our control.
 9. If the purchaser requests us to postpone delivery of any item and such request is accepted by us, or if the purchaser delays in accepting or fails to accept any item, then:
 - a. The purchaser shall pay to and indemnify us from and against all cost charges and expenses of dismantling sorting preserving transporting and insuring that item, and the risk of any loss of or damage to that item shall be borne by the purchaser, and
 - b. If we have given any condition or warranty that delivery of that item will be made by a specified time, then that condition or warranty shall become void.
 10. The Purchaser shall inspect the goods immediately upon delivery and/or installation by us and shall within two days of delivery and/or installation by us give notice in writing of any matter or thing by reason where of you may allege that the goods are not in accordance with the contract. In case of failure to give such notice, the goods delivered and/or installed by us shall be deemed to be in all respects in accordance with the contract.
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PRICE

11. The price quoted is subject to withdrawal by us at any time prior to our acceptance of order.
12. Prices quoted are subject to our rise and fall provisions. The 'Requested' date being the date of this quotation.
13. All variations in duty and exchange rates or additional taxes or levies to those applicable shall be paid by the purchaser.
14. The quoted price for transport covers delivery to state capital regional zones. You, the purchaser agree to pay additional costs for transport to locations beyond state capital regional zones.
15. Unless we agree otherwise the price specified does not include the cost of unloading, installation and commissioning.
16. G.S.T. if applicable is additional to the price.
17. Payment by credit facility can be arranged, however, charges will apply.
18. Prices for installation and commissioning are quoted on the assumptions that:
 - a. Power outlets (both 3 phase and single phase) are available at the site where the item is to be installed, free and within thirty metres of the work location. (This is for installation purposes only for running of power tools, drills, etc)
 - b. 415V, 3 phase, 50 Hz, A.C. power is available within one metre of the designated appliance location. (This is for the functional operation of the appliance)
 - c. Compressed air supply, 610 KPa (clean and dry) is available within three metres of the designated appliance location. (This is for the functional operation of the appliance)
 - d. The area where the installation work is to be carried out will be free of obstruction and accessible in normal working hours (which does not include weekends, public holidays or night time) during the period of such installation.
 - e. Should site conditions or circumstances as detailed cause us to incur additional expenses, then these will be added to purchaser's account.
19. All quotations may be subject to site visits, should the visits determine circumstances different to expected or 'reasonably' expected a variation in price may be required.

TERMS OF PAYMENT

20. Unless otherwise stated our standard terms of payment are:
 - a. New customers – Payment in full at time of order.
 - b. Repeat customers – 50% payment at time of order. Balance to be paid in full upon delivery.
 - c. Established customers - Net cash against invoice and in accordance with the payment terms stated on the invoice.

NOTE: The purchaser shall if required by us pay interest after an elapsed payment period (as per the invoice payment terms) on the amount unpaid at our Banks overdraft rate to be calculated on daily balances.

PROPERTY AND RISK

21. Risk shall pass to the Purchaser upon delivery but title to any item shall not pass until all payments due have been credited to our bank account without reservation.

WARRANTIES AND LIABILITY

22. ASBII warrant that in the event of any defect in any item occurring or being discovered within 12 months from the date of delivery to the original purchaser as a result of faulty design, materials or workmanship attributable to us, then we shall repair or supply replacement part at our option, free of charge, provided however that this warranty only applies if:
 - a. neither the item nor the equipment of which that item forms part has been misused or overloaded or used for other than its intended purpose or used by an unauthorised or unqualified person or repaired by an unauthorised or unqualified person,
 - b. the purchaser has not been and is not in breach of these General Terms and Conditions of Sale,

- c. the item has been properly maintained,
 - d. unless otherwise agreed by us defective parts capable of delivery are returned to our works carriage paid by sender,
 - e. the defect is not in design or specification specially stipulated or required by purchaser, and
 - f. the purchaser gives us notice of the defect as soon as he become aware of it.
 - g. Should we agree to any rectification work on site this will only be performed free of charge during normal working hours,
 - h. Items not manufactured by ASBII shall only have the benefit of such warranty as ASBII has from manufacturer of that item and then only to the extent that that warranty is honoured by that manufacture.
 - i. Repaired or replaced parts will still be warranted for the balance of the original warranty period; no repair or replaced parts will cause the period to be extended. Such repair, replacement, or refund will satisfy all obligations under this warranty.
23. Photographs, illustrations, weights, dimensions and any other particulars given represent generally the relevant goods but are not binding and are subject to alteration without notice by the maker.
24. We will not accept liability for consequential losses, damage or any expenses whatsoever arising out of or in consequence of any fault or defects.
25. The Customer agrees to release, hold harmless and indemnify ASBII to the extent permitted by law from and against any liability whatsoever and howsoever arising (including, without limitations, from negligence or wilful misconduct on the part of ASBII or any of its officers, employees or agents) in connection with the sale of the Goods by ASBII or the use of the Goods by the Customer.
26. The suitability of the purchaser's plant and operations is the responsibility of the purchaser. Should it be found during or after installation that any damage has occurred due to the lack of suitability as stated above, it shall be the responsibility of the purchaser to bear all associated costs for rectification work, engineering or any other requirement for resolution.

PLANS AND DESIGN

27. The purchaser shall not use any plans designs instructions specifications charts or other information provided by us (includes information collected from www.asbii.com.au) other than for the specific purpose for which they were given by us.
28. Drawings, specifications and other documents, prepared by ASBII are Instruments of Service for use solely with respect to the Appliance. This includes documents in electronic form. ASBII shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the owner for future additions or alterations to the Appliance or for other projects, without the prior written agreement of Andrew Stuart Bowers Industrial Innovations. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to ASBII. Instruments of service produced by ASBII include plans, specifications, drawings, technical manuals, maintenance manuals, opinions, reports, and calculations.

INSTALLATIONS

29. Personnel attending site may not be union members. ASBII advise that we shall not be negotiating with unions to any matters relating to the site or involving any Workplace Agreement. We advise that any lost time due to union activity shall result in further charges.
30. This Quotation does not make provisions for the supply of as-built drawings, or specially prepared manuals.
31. No Site Allowances, Inductions, or Special Payments have been allowed for, unless noted otherwise.
32. Services to equipment, air and electrical, to be supplied by you via required isolators. (All onsite electrical wiring and connections is the responsibility of the customer)
33. During installation, fork-lift and access equipment will need to be provided by you, to be used by our qualified personnel.
34. Power Outlets (both 3 Phase and Single Phase) to be within 30 metres of the proposed work area. (This is for installation purposes only for running of power tools, drills, etc)
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35. Warranty is valid for a period of 12 months continuous operation.

CHANGES FROM THIS DOCUMENT

36. No variation from this document will be of any force or effect unless it is in writing and signed by Andrew Stuart Bowers Industrial Innovations.

INTERPRETATION

37. In the interpretation of these General Terms and Conditions of Sale, the headings are inserted only as a matter of convenience and do not define limit or affect the interpretation hereof.

I have read, understood and accepted all of the above points and request ASBII to proceed as quoted and as documented in the purchase order supplied.