



HYDRAULIC

TERMS AND CONDITIONS OF SALE

- 1. Unless otherwise expressly agreed in writing, all goods are sold upon the following terms and conditions to the exclusion of any terms and conditions of the purchaser and no agent or representative of Larzep Australia Pty Ltd ABN 47 108 210 279 ("the company") has any authority to vary or omit part of or all of these conditions.
2. Before purchasing any Larzep products the purchaser agrees that they have read and understood these conditions of sale, the safety information, notes, warnings and instructions contained in our current relevant catalogues.
3. The Buyer undertakes to inspect all goods immediately upon receipt and will then be deemed to have accepted the goods.
4. Larzep will make good at its option by repair or replacement any articles sold by it which, within twelve months after delivery, are shown to Larzep's satisfaction to have been, at the time of delivery, defective where such defect is solely attributable to defective workmanship, materials or manufacture provided that:
(i) Larzep is immediately notified upon defection; and
(ii) no defect is caused by wilful damage, negligence, incorrect storage or application, incorrect use, movement, installation or assembly (except by Larzep, its servants or its agents) or defects caused by fair wear and tear; and
(iii) if required by Larzep, the goods are returned to Larzep within one month of the discovery of the defect.
5. Subject only to the provisions of Condition 4, Larzep hereby excludes to the full extent allowed by the law all liability of any kind whatsoever to the Buyer or any other party for any loss, damage or loss sustained or incurred by the purchaser or any other party in consequence of or resulting by, directly or indirectly, the supply of, use of or performance of any products for what ever reason whether arising out of any breach by Larzep or any contract incorporating these Conditions or negligent or wrongful acts by Larzep or its servants or its agents in connection with its products or its services, and limits any liability that it might nevertheless have to a maximum amount being the invoiced price of the products or services in question.
6. No goods may be returned to the Company without the Company's prior consent. Goods will only be accepted for credit under the following conditions:
(i) The goods are returned at the Buyer's expense and are in a re-saleable condition.
(ii) A 15% restocking charge may apply to the transaction.
(iii) The invoice number and the reasons for return are clearly stated
(iv) An order is placed for new goods at least to the value of the goods being returned.
7. The modification of Larzep products, other than in accordance with the company's written approval in each case, is not authorised and may result in product defects.
8. The Company reserves the right to declare void any warranty claim where the claimant does not extend to Larzep where a reasonable opportunity to fully inspect the product, application and circumstances of the claim.
9. Larzep couplings and fittings are specifically designed and manufactured for the attachment only to Larzep hoses, the make and type as specified in our current catalogues.
10. Larzep sets out suggestions as to the use of, installation of and care of its products on the understanding that those suggestions are made solely to assist the buyer to get the best results from its purchase, and that they do not amount to warranties or otherwise add to or vary these Conditions of Sale in any way.
11. Unless otherwise stated to Larzep by the buyer on their official order, Larzep will supply its goods on the understanding that they will be used in hydraulic applications with the correct oil within the limits shown in Larzep's current catalogues.
12. Larzep will use its best endeavours to deliver at the time stated and all delivery dates given in advance of actual shipment shall be regarded as best estimates only.
13. All prices are net unless otherwise stated and are subject to GST if applicable. Prices are quoted ex works and are based upon costs ruling at the date of the quotation and the prices are subject to fair adjustment to take into account any alteration in such costs prior to delivery of goods.
14. The prices of any and all Goods and Services shall be confidential, and the Buyer shall not disclose such prices to any unrelated third party.
15. Payment is to be made net of all deductions within 30 days after End of Month (EOM). Failure to make due payments in respect of deliveries or instalments under this or any other contract with the Company shall entitle the Company to delay, suspend or cancel further deliveries in whole or in part of its option.
16. For so long as any amounts remain owing to Larzep, title to the goods shall remain with Larzep and shall not pass to the buyer.
17. Larzep will not be liable for breach of contract arising from or caused by, directly or indirectly, fire, flood, earthquake, storm or tempest; the action of any government or any public authority or corporation; lack of labour, supplies or equipment, from whatever cause or any other cause beyond the Company's control.
18. Any order that has been accepted by Larzep may not be reduced or cancelled after acceptance without the agreement of Larzep in writing.
19. This contract shall be governed and constructed by the laws of the state of Victoria.

SIGNATURE OF APPLICANT(S).....

PRINTED NAME.....POSITION.....

ON BEHALF OF.....DATE.....