

# **TransTech Electronic Controls Pty. Ltd.**

ABN 21 070 629 499

## **TERMS & CONDITIONS OF SALE**

(These Terms cover all Sales Documents generated in the normal course of business)

This Agreement in its entirety is between **TransTech Electronic Controls Pty. Ltd.** and the purchaser of its product(s). In consideration of the purchaser completing the Credit Application form or purchasing products in a normal commercial transaction from **TransTech Electronic Controls Pty. Ltd.**, **Transtech** offers its products and services on the following terms and conditions:

### **1. PRICES**

Are as determined from time to time by **TransTech Electronic Controls Pty. Ltd.** Such prices will be quoted in Australian Dollars (\$) and be inclusive of duties, freight and clearance costs. All prices are exclusive of sales tax and are ex works capital city. Prices may be varied without prior notice and are based upon current exchange rates. These may be obtained from **TransTech Electronic Controls Pty. Ltd.**

### **2. PAYMENT TERMS**

Unless otherwise agreed in writing, the purchaser shall pay all invoices within thirty (30) days from end of month in which invoicing occurs. **TransTech Electronic Controls Pty. Ltd.** reserve the right to change such credit terms at any time when, in the opinion of **TransTech Electronic Controls Pty. Ltd.**, the financial condition of the purchasers history so warrants. Should the purchaser become delinquent in the payment of any sum due, **TransTech Electronic Controls Pty. Ltd.** may immediately stop supply, and after fourteen (14) days, from the date of written notice to the purchaser, shall not be obligated to continue performance under any agreement with the purchaser, (without prejudice to any of its rights).

### **3. DELIVERY DATE(S)**

**TransTech Electronic Controls Pty. Ltd.** will make every effort to meet quoted delivery dates. However, **TransTech Electronic Controls Pty. Ltd.** will not be liable for its failure to meet such delivery date(s) and this will not be an acceptable ground for order cancellation.

### **4. DELAYS IN PERFORMANCE**

**TransTech Electronic Controls Pty. Ltd.** will not accept liability for any delay in performance due to unforeseen circumstances or causes beyond its control.

### **5. SHIPMENT, RISK, PASSAGE OF TITLE AND PACKING**

- a) **TransTech Electronic Controls Pty. Ltd.** will ship in accordance with purchaser's written instructions. In the absence of such clear instructions **TransTech Electronic Controls Pty. Ltd.** will ship at its discretion by the most appropriate method.
- b) Unless otherwise accepted in writing by **TransTech Electronic Controls Pty. Ltd.** risk transfers to the buyer at the point of delivery ex works.
- c) Unless otherwise accepted in writing by **TransTech Electronic Controls Pty. Ltd.**, title to the goods does not transfer until the account is paid in full in accordance with Clause 2.
- d) Unless otherwise specified in writing by **TransTech Electronic Controls Pty. Ltd.**, packing is included in pricing. Such packing is to an acceptable standard by **TransTech Electronic Controls Pty. Ltd.**

### **6. ORDER PRECEDENCE**

- a) These Terms & Conditions of Sale take precedence over purchaser's terms & conditions of order to which notice of objection is given.
- b) Purchaser's placement of order on **TransTech Electronic Controls Pty. Ltd.** is an acceptance of these terms & conditions of sale.

### **7. CHANGES, CANCELLATIONS AND CREDIT RETURNS**

Any changes and/or cancellations made within sixty (60) days of placement of order by purchaser will result in a cancellation/restocking fee of fifteen percent (15%) of the net invoice value. Any request for credit returns must be made within fourteen (14) days of delivery to purchaser and apply only to standard stock items (items specially procured will not be accepted for credit). Credit returns must be approved in writing and quote the relevant invoice number.

### **8. WARRANTY**

**TransTech Electronic Controls Pty. Ltd.** extends a twelve (12) months guarantee on all products of its manufacture.

Such guarantee is limited to faulty materials and/or workmanship and free repair or replacement at **TransTech Electronic Controls Pty. Ltd.'s** sole discretion. Should return freight be necessary, such may only be carried out upon written instructions from **TransTech Electronic Controls Pty. Ltd.**

### **9. LIMITATION OF REMEDIES**

Subject to Clause (8), the remedies provided to the purchaser expressly exclude any liability or consequential damages (including loss of profits), whether based upon a contract, tort or other legal theory.

### **10. MISCELLANEOUS**

- a) Should the purchaser become insolvent or unable to pay debts as they become due, voluntarily or involuntarily declare bankruptcy or have a receiver manager appointed, **TransTech Electronic Controls Pty. Ltd.** may cancel any unfilled orders or obligations and take possession of goods of its own manufacture to the value of any outstanding monies.
- b) The purchaser may not assign any rights under this agreement.
- c) The purchaser, whether reseller/wholesaler or distributor may not, without prior written approval from **TransTech Electronic Controls Pty. Ltd.** advertise **TransTech's** products on its own behalf or account or infer any exclusivity in representation.
- d) **TransTech Electronic Controls Pty. Ltd.'s** failure to exercise any of its rights under this contract shall not constitute or be deemed a waiver or forfeiture of such rights.
- e) Any dispute regarding the interpretation or validity hereof shall be governed by the laws of the State of Western Australia.
- f) The purchaser warrants that the products purchased are for normal consumption by the purchaser or are for resale. Furthermore the purchaser confirms that it is aware that **Transtech Electronic Controls Pty Ltd** owns the copyright for the design and manufacture of such products of its own manufacture and that any copying is deemed a serious infringement of **TransTech's** rights.

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