



Marine Loading Australia Pty Ltd T/A JOYQUIP  
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## CONDITIONS OF SALE

Unless otherwise stated this Invoice is submitted under the following conditions:

- 1) We accept no responsibility for loss or damage to customer's equipment and/or other goods left in our possession or in transit to or from our premises.
- 2) **GUARANTEE**
  - (i) Our liability for goods of our own manufacture is limited to making good any defects by repairing the same at our option by replacement provided that:
    - (a) defects have arisen solely from faulty materials or workmanship;
    - (b) the goods have not received maltreatment, inattention or interference; and
    - (c) the defective parts are promptly returned free of cost to us.
  - (ii) Where we supply goods from other manufacturers, the guarantee rests with that manufacturer and we accept no liability beyond supporting any claim upon that manufacturer on your behalf.
  - (iii) We shall not be liable for and the purchaser releases us from any claims in respect of faulty or defective design of any goods supplied unless such design has been wholly prepared by us and the responsibility for any claim has been specifically accepted by us in writing and in any event our liability hereunder shall be strictly limited to the replacement of defective parts in accordance with paragraph (i) of these Conditions.
  - (iv) Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to description, quality, suitability or fitness of the goods or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and we shall not be liable for consequential loss or damage of any kind arising out of the supply layout, assembly, installation or operation of the goods.
- 3) **DELIVERY DATES** are given in good faith, as far as we are able to estimate under present conditions, but are not guaranteed. We shall not be liable to penalties or damages (whether direct or indirect) for failure to complete within the time, or by the dates quoted. Deliveries, and erection schedules quoted are contingent upon availability of materials from other suppliers and the total absence of strikes, lock-outs, accidents, delay of transport and other causes beyond our control and any time lost or aroused thereby, shall be added to the time fixed for the completion of the work.
- 4) **INSURANCE** will be effected to your instructions on goods in transit to point of delivery but at your expense and responsibility.
- 5) **VAT/GST** is not included in our quotation and will be an additional charge unless adequate certificate of exemption is furnished.
- 6) **PRICING** Where the goods are to be imported, prices are based on current duty and exchange rates. Increases in costs will be to the customer's account.
- 7) **CURRENCY** Where the goods are to be exported, all prices as quoted in Australian dollars are payable in that currency unless otherwise stated.
- 8) **SPECIFICATION** It is specifically agreed that it will be the responsibility of the purchaser to provide adequate details of performance requirements, operational conditions and site limitations.
- 9) **EXCLUSIONS** Quotation does not provide for testing of the goods beyond the standard procedures adopted by this company, or for testing under supervision of the customer's representative.
- 10) **STORAGE** Where delivery of the goods is not taken within 30 days of advice that the goods are available for delivery, the goods may be sent to storage at the customer's risk and expense.
- 11) **PAYMENT** The purchase price shall be payable nett and payment thereof shall be made within terms of payment are expressly stated herein in writing. Risk in any goods purchased will pass to the applicant on completion of loading ready for dispatch or upon collection by the applicant (as the case may be). However unless JOYQUIP has received payment in full of any JOYQUIP may require the applicant to return any goods and may enter any premises of the applicant for the purpose of removing the goods.
- 12) **PRICES** as quoted are subject to adjustment to those ruling at the date of supply, provided that higher prices will not be charged without first notifying the customer. Where the fulfilment of the order extends beyond one calendar month from the date of quotation, the prices as quoted may be revised by us in the event of increases in the cost of materials, labour, freight, duties, exchange rates or other circumstances arising before the completion of the order which may render such action necessary. All prices are based on a normal 38-hour working week. Work required outside of normal working hours would be subject to extra charge. Prices are subject to increases relating to any national, state or award increases, which may affect our price where direct or indirect.