



Stafford Engineering Australia LLP

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1. General

Stafford Engineering Australia LLP (“Stafford”) will contract on these terms only:

- (a) Receipt of an order from a purchaser will constitute acceptance by the purchaser of these terms notwithstanding anything to the contrary in any previous enquiry by the purchaser or on the purchaser’s order unless expressly agreed to in writing.
- (b) Any condition or provision in the purchaser’s order which is inconsistent with or a qualification of or contrary to these terms and conditions shall be of no effect unless the term or condition is expressly agreed to in writing by Stafford.

2. Terms of Payment

- (a) The price quoted is based on rates and charges in effect on the date of quotation. Any difference between these rates and charges and those actually in effect at the time of delivery will be to the purchaser’s account provided that no such variation shall occur for a period of one month from the date of such quote.
- (b) In addition to the price aforesaid the purchaser shall pay such taxes, duties, fees, transport costs, postage and packaging costs and all other costs which Stafford determine are payable in respect of the goods.
- (c) If the goods are exported from Australia the price payable by the purchaser shall be paid to Stafford in Australian currency or such other currency as the parties shall agree upon in writing.
- (d) The terms of payment for the goods are net cash on the 20th of the month following delivery, unless the parties otherwise agree in writing to a variation as detailed in the quotation which may be progress payments or extended terms. The entity may charge interest on any monies due from that date until payment at the rate of 2% per annum above the prevailing Westpac Banking Corporation indicator lending rate.
- (e) In the event that any part of the invoice or goods supplied is disputed by the purchaser the amount contained in the invoice which is undisputed shall remain payable on the terms agreed and the disputed amount in the invoice shall be referred to Stafford in writing with full particulars within 10 days of the date of the invoice.

3. Delivery

- (a) Stafford shall deliver the goods to the purchaser as soon as is reasonably practicable after acceptance of the purchaser’s order.
- (b) Stafford shall not be responsible or liable to the purchaser for any delays or defaults in delivery of the goods or any part thereof nor for any direct or consequential loss or damage arising there from. Delivery shall be deemed to have occurred when Stafford dispatches the goods to the purchaser or the purchaser’s agent or any other personal carrier to whom Stafford has been authorized by the purchaser whether expressly or impliedly to deliver such goods from Stafford’s place of business.
- (c) Unless the parties otherwise agree in writing Stafford may effect delivery in any manner and by any means determined.

4. Risk

The risk in the goods supplied by Stafford to the purchaser shall pass immediately upon delivery of such goods to the purchaser or the purchaser’s agent or to any other person or carrier to whom Stafford has been authorized by the purchaser either expressly or impliedly to deliver such goods.

5. Return of Goods

The purchaser may not return goods supplied by Stafford in accordance with the purchaser’s order unless Stafford expressly agrees in writing to a request from the purchaser for the return of such goods. If Stafford so agrees to a return of the goods the purchaser shall:

- (a) Deliver the goods at the purchaser’s expense and in their original condition to the place from which the goods were supplied or such other place as Stafford may nominate;
- (b) Meet all costs in relation thereto;

(c) Company with all conditions imposed by Stafford on agreeing to such request. It is expressly declared that one of such conditions will be the quotation of the original invoice number and the payment of a handling charge of 10% of the invoice value together with any expense required to restore the goods to their original condition.

6. Ownership of Goods

Stafford shall retain title to the goods delivered as legal or equitable owner until the purchaser has paid for the goods supplied in full.

7. Stafford's Liability and Maintenance Guarantee

(a) Stafford shall ensure that goods supplied are reasonably fit for the purpose for which they are supplied.

(b) Where Stafford is not the manufacturer of the goods Stafford shall not be liable to the purchaser for any defect in or failure of the goods and the purchaser shall have the same claims against the manufacturer which Stafford may have against the manufacturer.

(c) Stafford shall repair or replace any goods delivered to the purchaser where fundamental defects in the goods have emerged through the normal and proper use of the goods by the purchaser or have arisen from faulty design, materials or workmanship and where such fundamental defects have occurred within the guarantee period as stated or otherwise within 12 months of the date of delivery by Stafford provided that the defective goods are promptly returned to Stafford unless otherwise agreed. On the termination of the guarantee period Stafford's liability in respect of the goods ceases.

(d) The warranty in clause 6(c) does not cover damage caused by misuse, neglect, improper operation, maintenance, installation, modification, adjustment or fair wear and tear of the goods by the purchaser.

8. Extent of Liability

To the fullest extent permitted by law:

(a) The liability by Stafford for any loss damage or injury arising directly or indirectly from any defect or non-compliance of the goods is limited to the above.

(b) Stafford shall not be responsible for any damage whatsoever caused either to the products supplied or as the result of the malfunction of such products in the event that such products are fitted by unqualified tradesmen or in an untradesmanlike manner and/or if such products are in any way adapted to a use for which they are not specifically intended and/or if such products be added to or repaired by components not recommended or approved by Stafford.

(c) To the fullest extent permitted by law no warranty or condition shall be implied against Stafford by statute, common law or otherwise howsoever and no representation or express condition or warranty shall be binding by the company unless it be in writing and signed on behalf of the company.

9. Authority to Obtain Information

The purchaser authorizes any person or company to provide Stafford with such information as Stafford may require in response to Stafford's credit enquiries. The purchaser authorizes Stafford to furnish any third party details of the purchaser's application and any subsequent dealings that the purchaser may have with Stafford as a result of this application being actioned by Stafford.

10. Personal Properties Securities

(a) As security for the payment of all moneys that are owing to Stafford the purchaser grants to Stafford a security interest in the goods, all proceeds of the goods, all documents related to the goods and all of the purchaser's present and future rights in relation to the goods.

(b) The purchaser agrees to do anything required by Stafford to ensure that Stafford has a perfected interest in all goods supplied by Stafford.

(c) Stafford may allocate all amounts received by the purchaser in any manner it determines, including any manner required to secure any purchase money security interest created by these terms of sale.

(d) The parties agree that nothing in sections 114(1)a, 117(1)c, 133 and 134 of the Personal Properties Securities Act 1999 shall apply to these conditions of sale.

(e) Where the purchaser defaults under any of the conditions or the goods are at risk within the meaning of the Personal Properties Securities Act 1999 the security created thereby shall be enforceable by the company.

11. Arbitration

In the event of any dispute arising between the parties touching or concerning the construction or interpretation of this agreement or anything to be done hereunder the same shall be referred to the arbitration of two arbitrators, one to be appointed by Stafford and one by the purchaser and shall be settled by the two arbitrators or their umpire appointed prior to the commencement of the arbitration in accordance with the provisions of the relevant legislation and any amendment thereto.