



General Conditions of Sale

The following General Conditions of Sale are general in application in respect of offers to sell, quotations, contracts and other commercial transactions for the supply of goods or services by Hydraulic Equipment Pty. Ltd. (ABN 39 162 005 594) hereinafter referred to as Hydraulic Equipment. These General Conditions of Sale shall be coexistent with, and be read in conjunction with, any Special Conditions of Sale except where the latter specifically vary or override these General Conditions.

1. **Validity.** Unless otherwise stated this offer is subject to withdrawal or change at any time until the Purchaser's order has been received and accepted by Hydraulic Equipment.
2. **Prices.** All prices in our Product Price List are in Australian dollars and subject to change without notice. These prices do not include Goods and Services Tax (GST) or any other taxes that may be applicable.
3. **Delivery.** Hydraulic Equipment does not accept any responsibility for deliveries that are not within the time stated. This includes any transport company acting on behalf of Hydraulic Equipment.
4. **Freight and Insurance.** Unless otherwise agreed in writing between the parties the cost of freight and insurance of the goods is the sole responsibility of the Purchaser. The goods shall be at the purchasers risk from the moment of delivery ex Hydraulic Equipment.
5. **Payment Terms.** Unless otherwise agreed in writing between the parties, payment for the goods shall be made in full before despatch or at time of pick up. Cheques must be cleared before despatch or pickup.

Credit facilities will only be extended to the Purchaser by Hydraulic Equipment upon completion of our Account Application form and suitable credit references. If credit facilities are provided payment for the goods shall be made **by the end of the month following the month of the invoice date.** Hydraulic Equipment reserves the right to suspend or withdraw credit facilities should Payment Terms not be met.

6. **Title.** Property in the goods supplied by Hydraulic Equipment to the purchaser will not pass to the purchaser until such time as the goods have been paid in full. Until such time as the goods have been paid in full, the purchaser shall store the goods in such a manner as to show clearly that they are the property of Hydraulic Equipment. Until such time as the goods have been paid for in full, the purchaser is at liberty to sell the goods but does so as an agent for Hydraulic Equipment and shall account to Hydraulic Equipment for the proceeds thereof. Hydraulic Equipment and the purchaser agree that provisions of this condition shall continue to apply notwithstanding any arrangement between the parties under which Hydraulic Equipment may grant the purchaser credit.
7. **Return of Goods for Credit.** No claim will be recognised unless made within seven (7) days of the delivery date. Goods will be accepted for credit only by prior agreement or to the extent that they were wrongly or over supplied. Returned goods shall be delivered to Hydraulic Equipment free of charge, in good order and condition, unused and in the original packaging, accompanied by a despatch note stating the original invoice number, date of supply and reason for return. Except where goods have been wrongly or over supplied, a charge as determined by Hydraulic Equipment will be made for handling costs. Goods made to special order cannot be returned or credited unless they are not to specification or otherwise not in accordance with any expressed or implied terms of contract.
8. **Limited Warranty Policy.** Hydraulic Equipment warrants the goods for twelve (12) months from date of purchase. Warranty covers faulty materials and manufacturing defects only. Warranty is not covered if the goods are dismantled or repaired by any person other than an employee of Hydraulic Equipment unless prior written permission is given. Hydraulic Equipment will not warrant goods that are altered, modified or used outside the manufacturers or Hydraulic Equipment specifications. A bent or broken piston rod in a hydraulic cylinder is not covered under warranty. Goods used within or near marine environments or other environments which may be considered overly exposed, overly harsh or extreme by Hydraulic Equipment will not be covered for any warranty claims for rust or corrosion damage of any description.

The liability of Hydraulic Equipment under this or any other warranty is limited to repair or replacement of any goods at the option of Hydraulic Equipment if found to be defective after the goods have been returned to our works for assessment of claim. Any parts used to repair the goods or any goods replaced under the terms of this warranty shall only carry the unexpired portion of the applicable warranty and any such parts or goods replaced will become the property of Hydraulic Equipment. This warranty does not in any way obligate Hydraulic Equipment to bear any cost of freight, packing, removal or installation of any such goods, travelling expenses, consequential losses or damages including but not limited to personal injury or property of the Purchaser or any others, machine down time, losses of profits and or income or any other charges of a similar nature for goods involved in warranty claims.

This is the only warranty extended to the Purchaser by Hydraulic Equipment and there are no other warranties whether expressed or implied either orally or in writing which extend from hereof.