



HANWEST PTY LTD

SPECIALISED COMPONENTS FOR AIR CONDITIONING & REFRIGERATION

ABN 49 003 452 551

GENERAL TERMS & CONDITIONS OF QUOTATION & SALE

1. In these conditions:
'the Seller' means Hanwest Pty Ltd or it's appointed Distributor.
'the Buyer' means the person or corporation placing an order with the Seller for the purchase of Goods or Services.
'the Goods' or 'Services' means those goods and/or services listed on the Buyer's order and the Seller's invoice(s) supplied by the Seller to the Buyer under a contract of which these conditions form part thereof.
2. Prices quoted herein are firm for acceptance to 30 days from the date of quotation.
After 30 days from the date of quotation prices are subject to confirmation.
3. Should the Buyer require for goods to be stored by the Seller beyond the stated delivery times as shown on the Buyer's order the goods are stored at Buyer's cost and invoices for goods are due and payable as per Clauses 5, 6 & 8 of Conditions of Sale.
4. The tender of the goods and/or services is made on the condition that placement of an order with the Seller by the Buyer or its Agent shall constitute confirmation by the Buyer of his acceptance of an offer made by the Seller to sell the Goods and/or Services upon the conditions herein contained.
5. Unless otherwise noted in writing the Buyer requests the Seller to act as it's agent for the purpose of arranging on the Buyer's behalf and at the Buyer's expense delivery of the goods by the Seller or it's agent authorised for the purpose to the Buyer or as the Buyer directs.
6. Insurance of the goods is to be arranged by the Buyer and at the Buyer's expense from the moment property in the goods passes to the Buyer and until received by the Buyer or his Agent including situation where the Buyer has requested the Seller to arrange temporary warehousing for the goods.
7. Where the services referred to in Clause 5 are provided by the Seller, the Seller's standard charge will be charged as set out on the invoice.
8. Terms of Payment strictly thirty (30) days from date of invoice.
9. Price Variation:-
 - a) Prices are subject to change without notice.
 - b) Sales Tax, where applicable, will be charged at the appropriate rate ruling at the date of invoicing.
10. Delivery:-
 - a) Any time quoted for delivery is an estimate only and without engagement. If the Seller is delayed by any circumstances or event beyond its reasonable control, then the Seller may suspend delivery or extend delivery times. The Seller shall under no circumstances be liable for any damages, expenses, costs or otherwise arising out of any delay in delivery.
 - b) Goods offered ex. stock are subject to prior sale.
 - c) Where an order covers a number of items the Seller reserves the right to allocate and invoice all or any of such items and normal terms of payment shall apply to each invoice.
11. Claims:-
No claim in reference to items on the invoice will be recognised unless such claim is made in writing within fourteen (14) days of the invoice date (in the event of non-delivery, 14 days from date of statement).
12. Warranty:-
The Seller warrants in accordance with the terms of warranty and conditions specified to each product that in the event of any defect becoming apparent in the product due to either **FAULTY MATERIALS** or **WORKMANSHIP** within a period indicated by the Seller from the date of the original purchase, such defect will be rectified without cost for either labour or materials at the premises of the Seller, or it's Authorised Service Agent.
The Seller's express warranty is additional to the rights and remedies available under the Trade Practices Act and other consumer laws. **PROVIDED THAT** the Buyer shall not be entitled to the benefit of any warranties or service from the Seller until the goods have been paid for by the Buyer.
13. Variations of Conditions and Terms:-
No variations of these conditions and terms of sale shall be binding on the Seller unless assented to in writing by the Seller.
14. These Seller's conditions and terms of sale shall apply to all contracts arising from the Buyer placing an order with the Seller notwithstanding any terms and conditions contained in or appended to the Buyer's order.
15. The Buyer agrees and confirms by placement of his order on the Seller that he has read and fully understands the terms and conditions contained herein.