

# Landis Controls Pty Ltd

## General Conditions of Sale

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- 1. General** These Conditions of Sale apply to the sale of items and goods included in offers provided by Landis Controls Pty Ltd and they shall form part of that offer. No variation or cancellation of any of these conditions shall be binding on Landis Controls unless agreed to by Landis Controls in writing.
- 2. Precedence, Partial Invalidity.** If there is any inconsistency or variation in the conditions of the offer and these conditions then the former shall prevail. If any individual clauses of these conditions are deemed by a court of law to be legally invalid or unenforceable then any remaining conditions shall not be effected.
- 3. Acceptance and Order.** Unless any alternate arrangements have been made in writing, Landis Controls' offer shall remain valid for the period as stated in the offer or, where no such period is stated, for 30 days from the date of the offer.
- 4. Extent.** Goods offered ex stock are subject to prior sale. Any delivery time offered is without obligation.
- 5. Cancellation or Variation.** An order may at Landis Controls' option be terminated in the event of insolvency of the purchaser or of execution being levied against any of the goods of the purchaser or the purchaser being placed in liquidation whether voluntary or otherwise. An order may be cancelled or varied by the purchaser & only accepted by Landis Controls if by written advice. Landis Controls may request reimbursement for losses incurred due to the cancellation.
- 6. Prices.** The prices charged shall be Landis Controls' prices ruling at the date of delivery ex Landis Controls' store. The price offered is based upon the quantities referred to in the offer. Should there be any variation in the total quantity of goods ordered from that offered then Landis Controls reserves the right to amend the prices.
- 7. Information and Drawings.** All description specifications, illustrations, drawings, data, dimensions and weights furnished by Landis Controls or otherwise contained in catalogues, price list and other advertising matter of Landis Controls are approximate only and are intended to be by way of a general description of the goods and shall not form part of the contract.
- 8. Packing.** Unless otherwise stated in the offer, the prices include packing in accordance with Landis Controls' customary standard of packing. Any requests for special packaging outside of this standard may be subject to additional charges.
- 9. Delivery.** Unless otherwise stated in writing, the price includes delivery of the goods ex works where stocked. If delivery is required beyond this point, Landis Controls may, at Landis Controls' discretion agree to act as agent for the purchaser in this matter and all costs for carriage and insurance will be to the purchasers account.
- 10. Storage.** If after notification that the goods are ready for delivery, delivery is delayed for any reason beyond Landis Controls' reasonable control, Landis Controls shall be entitled, as its option, to arrange suitable storage at its premises or elsewhere and shall take reasonable measures to protect the Purchaser's interest in the goods at the cost of the purchaser.
- 11. Risk.** The goods sold shall be at the Purchasers risk immediately upon delivery to the purchaser or purchaser's agent.
- 12. Title.** Notwithstanding that the risk in the goods sold shall pass to the purchaser as provided for in clause 11, hereof, title and property in the goods sold shall remain with Landis Controls until such time as full payment is made to Landis Control for all amounts owing by the Purchaser so that the Purchaser's total indebtedness to Landis Controls under the terms and conditions of sale is discharged. In the event that the purchaser fails to make payment for the goods in accordance with the terms of this contract then Landis Controls shall have the right

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to recover from the purchaser the goods and for that purpose the servants or agents of Landis Controls may enter upon the purchaser's premises in order to recover. Landis Controls has the right to resell or otherwise dispose of these goods without reference to the purchaser.

13. **Sales Tax, GST and other Government Imposts.** The prices offered are exclusive of sales tax, GST or other Government Imposts. Should SALES Tax, GST or other Government Imposts become applicable, the purchaser shall pay those amounts in addition to the prices offered.
14. **Terms of Payment.** Unless otherwise stated in the offer, prices offered are strictly net. Any payment due to Landis Controls shall be made in full not later than 30 days from the date of Invoice unless special payment conditions have been agreed in writing. Should the purchaser delay in respect of any payment due to Landis Controls then Landis Controls shall have the right to charge interest on the overdue amount at the rate of 5% per annum calculated from the date of invoice to the actual date of receiving full payment.
15. **Goods Returned for Credit.** Goods will be accepted for credit only when prior arrangement has been made or to the extent that they have been wrongly or oversupplied. Returned goods shall be delivered to Landis Controls free of charge, in good order and condition, unused and in the original packaging, accompanied by an Invoice. Except where goods have been wrongly or oversupplied, a charge as determined by Landis Controls will be made for handling and administration costs. Goods made to special order cannot be returned or credited unless not to specifications or otherwise not in accordance with any expressed or implied terms of the contract.
16. **Shortage in Delivery.** Claims for shortages in delivery shall only be accepted by Landis Controls if Landis Controls is notified in writing within ten (10) days of receipt of the goods.
17. **Warranty.** Landis Controls shall make good by repair or, at Landis Controls option by replacement within a reasonable time after notification by the purchaser, defects caused by Landis Controls failure to comply with the contract, or which appear in the goods arising from faulty design, material or workmanship provided always that; such goods have been properly used and applied according to manufacturer's instructions. Warranty shall apply within 12 months from date of delivery. Warranty shall apply for the Parts Supplied only, no labour costs or delivery costs will be covered by Landis Controls for replacement of such warranted items.
18. **Liability of Landis Controls.** Landis Controls shall not be under any liability whether in contract, tort or otherwise from any cause whatsoever for any injury, damage or loss, including consequential damage or loss whether to persons or property, arising out of this contract or the goods supplied.
19. **Legal Construction.** The contract shall be construed and operate in conformity with the laws of the State of New South Wales which is hereby deemed to be the proper law of the contract.
20. **Bankruptcy, Liquidation.** If the purchaser takes or shall have taken against it any action for the winding up of the company or placing of the company under official management or receivership other than for purposes of reconstruction or if a receiver, manager, controller, liquidator, administrator, mortgagee in possession or like officer is appointed over part or all of the Purchasers' assets then Landis Controls, at its option and without prejudice to any other rights it may have under the contract or at law, shall give notice in writing to the purchaser and after fourteen (14) days after such notice may, unless otherwise provided by law (a) terminate the contract or suspend delivery of any equipment then outstanding; or (b) retain any security given or moneys paid by the Purchaser and apply this against the assessed loss and damages incurred by Landis Controls in performance of the contract.