



**INNOVATION THROUGH UNDERSTANDING**

Terms & Con of Sale

**PRECISION PARTS PTY.LTD.**

(ABN 31 002 557 431)

**CONDITIONS OF SALE**

**1. INTERPRETATION**

1.1 In these conditions unless the context otherwise requires:

- (a) "Precision Parts" means Precision Parts Pty. Ltd. (ABN 31 002 557 431);  
"Customer" means the purchaser of Goods;  
"Goods" means the goods supplied by Precision Parts to the Customer pursuant to the Customer's purchase order;
- (b) words importing the singular number import the plural number and vice-versa;
- (c) words importing a particular gender import the other genders; and
- (d) headings and highlighting are for convenience only and do not affect the interpretation of these conditions.

**2. TERMS OF SALE**

- 2.1 Goods are only sold by Precision Parts on these conditions.
- 2.2 Precision Parts is not bound by any variation to these conditions unless the variation is in writing signed on behalf of Precision Parts by its duly authorised officer.
- 2.3 These conditions shall prevail over all conditions of the Customer's order.

**3. QUOTATIONS FOR THE SUPPLY OF GOODS**

- 3.1 The price of Goods shall be in accordance with Precision Parts' latest published wholesale price list from time to time, but any specific quotations by Precision Parts for the supply of Goods at a particular price shall be open for acceptance within any period stated in a quotation or if no period is stated, within 30 days after the date of a quotation.

**4. PACKING**

- 4.1 Unless otherwise specified in a quotation, Goods shall be packed in Precision Parts' standard packing.
- 4.2 The cost of any special packing and packing materials required by the Customer shall be at the Customer's expense.

**5. SPECIFICATIONS**

- 5.1 All descriptions, illustrations, specifications, drawings and particulars relating to Goods contained in any quotation, catalogue, price list or other advertising matter do not form part of the contract of sale for those Goods and do not constitute the contract between the parties as a sale by description.

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**6. DELIVERY**

- 6.1 Delivery times made known to the Customer shall be estimates only and Precision Parts shall not be liable to the Customer or the Customer's customers for late delivery or non-delivery of Goods.
- 6.2 Precision Parts may arrange for the storage and carriage of Goods by carriers, contractors or sub-contractors.
- 6.3 Despite any specific instructions given by the Customer as to the mode of carriage of Goods, in the exercise of its absolute discretion Precision Parts may have any Goods carried or forwarded by any method which it deems fit.
- 6.4 Unless otherwise agreed in writing by Precision Parts from time to time, the cost of freight of Goods from Precision Parts' warehouse shall be paid by the Customer.
- 6.5 Insurance for Goods in transit to the Customer will not be arranged by Precision Parts. The Customer shall be responsible for the insurance of Goods in transit, which insurance shall take account of these conditions.

**7. LOSS OR DAMAGE IN TRANSIT**

- 7.1 Precision Parts shall not be responsible for any loss or damage to Goods in transit.
- 7.2 Precision Parts shall provide the Customer with any reasonable assistance required by the Customer to pursue claims on carriers.
- 7.3 The Customer shall lodge a claim on any carrier and shall notify Precision Parts in writing of any alleged loss or damage to Goods in transit within three days of delivery of the Goods concerned.

**8. SHORTAGE**

- 8.1 The Customer waives any claim for short delivery of Goods if a written claim has not been received by Precision Parts within three days from the date of delivery of the Goods concerned.

**9. LIMITATION OF LIABILITY**

- 9.1 Save for any written warranty by Precision Parts which accompanies the Goods, to the full extent allowed by law, Precision Parts gives no warranty to the Customer in relation to the Goods.
- 9.2 To the full extent allowed by law, Precision Parts shall not be liable for any loss, damage, or injury or consequential loss, damage or injury arising out of the quality, supply, assembly, installation or use of any Goods.

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9.4 If by operation of law, Precision Parts is held liable in any way to any person for any breach of any implied condition or warranty imposed by law in relation to Goods, its liability shall be limited at its option to the replacement of Goods supplied, the supply of equivalent goods, the repair of Goods, the payment of the cost of replacing Goods, the payment of the cost of acquiring equivalent goods or the price of the cost of having particular Goods repaired.

**10. PRICES**

10.1 Unless otherwise agreed in writing by Precision Parts, all prices quoted by it include GST but are net of freight and delivery charges.

**11. PAYMENT**

11.1 Unless Precision Parts has granted other credit terms to the Customer in writing, the price for Goods shall be paid on or before seven days from the date of invoice.

11.2 Payment for the Customer's first order shall be made in advance before delivery of Goods.

11.3 The Customer shall pay interest on overdue accounts at the rate from time to time payable by virtue of the *Penalty Interests Rates Act 1983* (Vic) with effect from the time the accounts are payable.

11.4 The Customer shall pay all collection agency and legal costs (on a solicitor/client basis) incurred by Precision Parts in seeking to recover any outstanding accounts.

11.5 Despite any credit terms given to the Customer, Precision Parts may decline to sell Goods on credit to the Customer at any time without notice to the Customer.

11.6 If any cheque provided by the Customer in payment for Goods is dishonoured, Precision Parts may refuse to supply further Goods to the Customer until payment in full for the dishonoured cheque is received.

**12. PROPERTY AND RISK**

12.1 Risk in Goods shall pass to the Customer at the time of their despatch from Precision Parts' warehouse.

12.2 Property in Goods shall only pass to the Customer on receipt by Precision Parts of payment in full of all money owed to it in relation to those Goods.

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- 12.3 Until all money owed by the Customer to Precision Parts for Goods is fully paid and without prejudice to any other of Precision Parts' rights:
- (a) legal ownership of Goods shall remain with Precision Parts;
  - (b) Precision Parts may enter the Customer's premises (or any premises where the Goods are located) without notice and without liability for trespass or any resulting damage and may retake possession of Goods; and
  - (c) Precision Parts may keep or resell any repossessed Goods.

12.4 If the Customer resells Goods without having first paid Precision Parts for them, the Customer shall hold that part of the proceeds of the sale which represents the invoiced price of Goods in a separate identifiable account as the beneficial property of Precision Parts and shall pay the amount to Precision Parts on request.

12.5 Despite anything contained in sub-clauses, 12.2, 12.3 and 12.4, Precision Parts shall be entitled to maintain an action against the Customer for the purchase price of Goods.

**13. RETURNED GOODS**

13.1 Precision Parts shall not be under any obligation to accept Goods returned by the Customer.

**14. CANCELLATION**

14.1 No order for goods may be cancelled by the Customer except with Precision Parts' agreement in writing.

**15. GENERAL**

15.1 In reselling, maintaining or installing Goods, the Customer is not Precision Parts' agent, or the agent of the manufacturer of Goods if Precision Parts is not the manufacturer.

15.2 If any of these conditions shall be held by any court of competent jurisdiction to be unenforceable, illegal or void, then the condition or conditions concerned shall be of no force or effect while held to be unenforceable, illegal or void and shall have no effect on the binding force or effectiveness of any other of these conditions.

15.3 If for any reason any provision of these conditions shall conflict with any mandatory provision of any statutory enactment, then the provision shall be severed or modified to the extent necessary to bring it within the provisions of the enactment and so modified, these conditions shall continue in full force and effect.

15.4 Any waiver by Precision Parts of any of its rights shall not prevent the subsequent enforcement of those rights.

15.5 The proper law of these conditions is the law of Victoria and unless otherwise agreed by Precision Parts, the Courts of Victoria have exclusive jurisdiction.

October 2008