

Australian NDT Sales Pty Ltd TERMS AND CONDITIONS OF SALE

Unless otherwise acknowledged by Australian NDT Sales PTY LTD in writing, the following terms and conditions of sale will apply:-

CONDITIONS RELATING TO ALL CONTRACTS

1. **General**
In the event of any conflict or any discrepancy between these conditions and the terms of your inquiry or order, these Conditions prevail, unless otherwise agreed by us in writing. No alterations to your order will be recognised by us unless requested by you in writing and confirmed by us in the same way.
2. **Validity**
Unless otherwise stated, quotations made by Australian NDT Sales remain valid for a period of thirty days. Acceptance following expiry of this period will be subject to confirmation.
3. **Prices**
The prices quoted by Australian NDT Sales PTY LTD are the prices at the time of quotation only - errors and omissions excepted. All prices are ex works and payable in Australian dollars. Prices quotes using foreign currencies are based on spot rates at time of quote and are subject to a +/-5% variance. If the AU\$ should move greater than +/-5%, Australian NDT Sales P/L will revise the quote accordingly.
4. **Cancellation**
Orders placed and accepted cannot be cancelled except with our consent and on terms which will indemnify us against loss. Goods returned without our consent will not be accepted for credit.
5. **Drawings etc.**
Any technical literature or advertisement published by or on behalf of Australian NDT Sales PTY LTD shall not be deemed to be and shall not constitute any representation or warranty of any kind whatsoever in relation to the goods or any part thereof.
6. **Warranty**
 - a. Australian NDT Sales PTY LTD will accept liability for a period of twelve (12) months from the date of delivery, or where the goods or equipment are installed by Australian NDT Sales PTY LTD from the date of completion of installation, or where a service is being provided by Australian NDT Sales PTY LTD from the date of such service, to make good any defects in goods supplied by Australian NDT Sales PTY LTD which develop under proper use, as a result of faulty components (excluding consumable items) or bad workmanship in manufacture, subject to the following provisions:
 - (i) The goods or equipment have been installed by Australian NDT Sales PTY LTD or installed in accordance with instructions given by Australian NDT Sales PTY LTD.
 - (ii) The goods or equipment have at all times been operated in accordance with Australian NDT Sales PTY LTD operating and maintenance instructions.
 - (iii) There has been no exchange or modification of the goods or equipment or the parts thereof after installation without prior agreement with Australian NDT Sales PTY LTD.
 - (iii) None of the settings of the equipment control system (save controls designed for customers use) have been altered without written authority from Australian NDT Sales PTY LTD
 - (v) The equipment has not been misused or damaged by external force.
 - Under the terms of this warranty, Australian NDT Sales PTY LTD will replace free of charge any parts that have become genuinely faulty during the warranty period. For small parts we will send replacements by express courier service, in exchange for the faulty original items, which must be returned to Australian NDT Sales PTY LTD. For larger items of equipment, they would have to be returned to the manufacturer for repair.
7. **Payment**
Unless otherwise stated, strictly nett cash within the date on the Invoice or in the case of the export customers, payment in full with order by Telegraphic Transfer. The purchaser shall be liable to pay interest at the rate of 2.5% over National Australia's base rate calculated on a daily basis on all overdue accounts.
8. **Jurisdiction**
These conditions shall be construed and operated as an Australian contract in accordance with Australian Law and shall to the exclusive jurisdiction of Victorian Courts.

CONDITIONS RELATING TO THE SUPPLY AND INSTALLATION OF GOODS

1. **Delivery**
Subject to availability of materials, every effort will be made to comply with the stated despatch period. If delay arises as a result of subsequent amendment to your order or lack of clear instructions, we reserve the right to increase the charges made to cover the extra costs incurred. Dates of delivery shall not be the essence of any contract and Australian NDT Sales PTY LTD shall not be liable for any loss, expense, injury, damage or claim whatsoever arising or resulting from any delay in delivery, however or wherever such delay may be caused. When the price includes the cost of delivery to the Purchasers premises or nominated site clear access and space for receiving the goods or equipment will be provided. Australian NDT Sales PTY LTD shall not be responsible for off loading unless this is expressly specified and agreed. Costs incurred in putting the goods or equipment into place shall be paid by the Purchaser in addition to the contract price.
2. **Storage**
If Australian NDT Sales PTY LTD did not receive forwarding instructions sufficient to enable them to despatch the goods or equipment within fourteen (14) days after the date of notification that they are ready for despatch, the purchaser shall accept delivery when tendered or arrange storage if the purchaser does not accept delivery or arrange for storage. Australian NDT Sales PTY LTD shall be entitled to arrange storage either at their own works or elsewhere on the purchasers behalf and notify the purchaser of all charges for storage insurance and conveyance which shall be the responsibility of and invoiced to the purchaser.
3. **Damage in Transit**
Australian NDT Sales PTY LTD will only be responsible for damage or deterioration in transit when the contract price includes the cost of delivery to the Purchasers premises or nominated site and even in the event only if the Purchaser notifies Australian NDT Sales PTY LTD in writing of such damage within ten (10) days of delivery.
4. **Installation, Testing and Inspection**
In cases where Australian NDT Sales PTY LTD do not install the goods or equipment they will be prepared to give written advice about installation. If the presence onsite of a representative of Australian NDT Sales PTY LTD is required for installation and/or commissioning Australian NDT Sales PTY LTD shall be entitled to charge thereof in addition to the contract prices. In cases where the contract price includes the cost of installation and/or commissioning and this is delayed without default on the part of Australian NDT Sales PTY LTD any additional cost to Australian NDT Sales PTY LTD on the installation or commission caused by the delay shall be paid by the Purchaser in addition to the contract price.
5. **Passing of Risk**
The risk in Goods shall pass to the Customer when goods are available and tendered for delivery.
6. **Title of Ownership**
Title of Ownership of the goods is not relinquished by Australian NDT Sales PTY LTD until financial accounts appertaining to those goods are fully settled in accordance with all invoices issued by the company.

CONDITIONS RELATING TO THE PROVISION OF AFTER SALES SERVICE

1. Site visits will take place at the intervals specified in Australian NDT Sales' quotations or Service Contract proposal and Australian NDT Sales undertakes to give prior notice of each visit.
2. In addition to the cost of the service as specified in the quotation or proposal, an extra charge will be made for materials used during the visits and where applicable an extra charge will be made for hotel accommodation.
3. The prices herein referred to are based on maintenance work being carried out during normal working hours during Monday to Friday inclusive but excluding Bank Holidays. Australian NDT Sales PTY LTD shall be entitled to make an additional charge in respect of any maintenance carried out outside these hours.
4. On satisfactory completion of each maintenance visit Australian NDT Sales Engineer will provide for signature a Maintenance Inspection Report which the customer will ensure is signed by the duly authorised representative.
5. The maintenance work to be carried out shall be in accordance with the Australian NDT Sales specifications