

# **Terms and Conditions of Sale**



# Supply Only:

A customer buys from Protrac iD Pty Ltd, ABN 58 002 648 704 (Seller), on a supply only basis.

# **Prices:**

SELLER Prices are ex works Shailer Park, Queensland and do not include GST.

#### Fitness of use:

A customer is responsible for ensuring that the components purchased are suitable for any application intended in both quantity and functionality notwithstanding any advice that Seller may offer as part of its day to day customer support program unless Seller conducts an onsite survey and commissions the final installation.

### Installation:

A customer is to make skilled technical staff available to install, maintain and support the equipment in accordance with Seller's dealer and VAR accreditation and support programme including Equipment, Installation, and Wiring specifications.

# Commissioning additional requirements:

Any Commissioning by seller of any equipment installed by Customer is only carried out prior to first use of equipment and requires that all preceding works be completed including all cables tested, terminated and permanently identified.

## **Limited Warranty:**

Seller or its suppliers or agents are not liable for any consequential or third party damages howsoever arising. Seller does not warrant any system that it does not install ONLY component parts it supplied, which, when returned to Seller by pre-paid freight, will be replaced or repaired at the sole discretion of Seller if found to be defective due to component failure or bad workmanship, during the 12 months warranty period.

## Progress claims, partial deliveries, and back orders:

Seller is entitled to progressive payment for progressive goods delivery.

Payment for all equipment and parts supplied is due on the date of despatch from Seller.

Payment for any Commissioning is due on the date of commissioning.

#### Delavs:

Seller shall not incur any financial penalty due to delays in completion of the work within the time offered for completion because of non- availability of components.

#### Payment:

Payment is by pre-paid funds transfer to Seller account. Export Buyer payments are to be net of all bank and transfer charges or include an additional EFT charge in AUD of \$30 for each overseas funds transfer.

Terms are strictly FOB Protrac iD Warehouse Brisbane Australia at Buyer's expense using Buyers carrier. When requested and agreed Seller will release goods after payment including estimated freight and insurance. Final adjustment to actual freight costs to Buyer's account. All costs associated with importation by Buyer including but not limited to customs clearance, duty and taxes, including any demurrage and entry fees are at Buyers expense. Goods remain the property of Seller until paid in full.