

Conditions of Quotation and Sale

1. GENERAL

Any order placed with us for goods and/or service implies acceptance of the following conditions, which may be varied only in writing by our authorised representative. Description and clerical errors are subject to correction.

2. ACCEPTANCE

Any contract or order based on this or any other tender or quotation is only accepted upon and subject to the conditions of quotation and sale as here in printed and these conditions are to have as full force and effect as if incorporated into the Purchaser's order. Unless expressly accepted in writing by us any variations of or additions to these conditions in a Purchaser's order or order form will be deemed to be inapplicable.

3. VALIDITY

Unless otherwise stated therein all quotations and tenders are issued subject to confirmation by us on receipt of order.

4. PRICES

All prices are nett unless otherwise stated. For goods quoted "ex stock" prices are firm for thirty days from date of quotation subject to existing stock being available. Prices for goods to be imported are based on prices quoted to us by our suppliers and the rates of freight, exchange, insurance premiums, customs duties, primage and other costs of importation known to us at the time of quotation. Unless otherwise, in the event of an increase in these rates or in the price of the goods quoted to us by our suppliers before acceptance of an order or prior to delivery of the goods to the purchaser then the cost to us entailed by such increases shall be added to and form part of the purchase price and be payable by the purchaser accordingly. Conversely any decrease in any such rates or the manufacturer's price shall be deducted from the purchase price. This provision for variation of price shall also apply to goods and service required for the execution of an order purchased and obtained locally.

5. GOODS AND SERVICES TAX ETC.

Prices quoted are subject to the addition of Goods and Services Tax and to any tax imposed by any government authority upon the goods quoted or upon the production, distribution, delivery or upon any feature there of if applicable. All such taxes shall be payable by the Purchaser and may be added to the purchase price.

6. GOODS EX STOCK

Goods quoted ex stock are subject to prior sale unless it is otherwise stated in writing in the quotation.

7. AVAILABILITY OF GOODS ON INDENT

The delivery time for the goods quoted on an indent basis is an estimate only and is based upon our knowledge of conditions prevailing at the time the quotation is made. The delivery time is subject to variation in accordance with our supplier's manufacturing program and the availability of shipping space from the source of supply and also to any delay through Act of God, labour disputes, strikes, lockouts, fire, accident, non-delivery of materials or parts by other manufacturers or any other causes or contingencies beyond our control or the control of our suppliers.

8. RISK AFTER DESPATCH

All goods in respect of which a quotation is made will be at the Purchaser's risk after despatch from our warehouse except where otherwise agreed.

9. LITERATURE

Illustrations and descriptive literature supplied by us to the Purchaser represent generally the goods specified there in but may not comply in all respects with the goods which are subject of this quotation.

10. INSTALLATION

In the case of equipment, which the Manufacturer or we undertake to install, it is the Purchaser's responsibility to provide any service utilities required, e.g. electric power outlets, water outlets, drains, compressed air line, etc. If special handling equipment is required such as heavy lift gear for movement of equipment to and/or at the Installation site the cost of hiring or using such equipment and any associated charges will be additional for the Purchaser's account. Installation will be made at the time of delivery or as soon as practicable thereafter and the equipment will be at Purchaser's risk. Unless otherwise mutually agreed our responsibility to install such equipment may cease if the Purchaser defers the installation for an indefinite period.

11. TERMS OF PAYMENT

Unless otherwise stated in writing our terms require payment to be made by the 30th day of the month following that in which the goods are delivered

12. CANCELLATION

Any contract or order for goods or service arising from the quotation may not be cancelled except by mutual consent in writing. Goods returned after delivery may be subject to a restocking fee at Civilab Australia's discretion.

13. WARRANTY

All instruments and accessories except electronic tubes and components, illumination sources, items wholly or partly of glass, silica or ceramic thermocouples, batteries, electric elements and reconditioned replacement parts, such as exchange circuit boards are guaranteed to be free from defects in materials and workmanship in accordance with the manufacturer's warranty or when this is not applicable for a period of twelve months from date of despatch by us. This warranty does not cover the repair of any fault or the replacement of any defective part resulting from the negligence or malpractice of the Purchaser or his servants. The above warranty is additional to rights which arise under the Trade Practises Act of 1974 as amended. However to the extent that this Act permits a corporation to limit its liability for a breach of a conditioned or warranty implied by the Act, our liability for such breach, including any consequential loss which the Purchaser may sustain or incur shall be limited to the repair or replacement of the goods or in the case of services, to the supplying of the services again.

All warranty claims shall be assessed after the goods have been received freight free into our Sydney store and Civilab will retain the right to waive such freight costs.

14. CLAIMS

Claims for shortages and/or breakages will not be recognised unless received in writing within 10 days of date of dispatch.

ALSO AT:

GEELONG:
2/100 Barwon Terrace,
Sth GEELONG 3220
Tel: (03) 5223 1811

BRISBANE:
1/22 Moonbi St
Brendale 4500
Tel (07) 3481 8333

ADELAIDE
5/30-32 Raglan Ave.
Edwardstown 5039
Tel (08) 8297 0976