

# Trading Terms of Sale

## 1.1 Terms of payment

(a) New or used equipment – net cleared funds prior to or upon dispatch

(b) Parts, service or rental equipment, if customer has an approved credit facility with BT Equipment Pty Ltd t/a Tutt Bryant Equipment (ABN: 89 094 476 141) (the “**Company**”) then – net thirty (30) days from the last day of the month in which invoice is dated. The credit facility may be withdrawn and all discounts previously allowed on outstanding accounts may be resolved if payment has not been received by the due date.

## 1.2 Retention of title

Title in the parts shall not pass to the customer until full payment for the purchase price of the parts has been received in full by the Company.

If for any reason the customer fails to make payment to the Company for any amount of money due to the Company or if the Company has reasonable grounds to believe that the parts or rental equipment have been or will be destroyed, damaged, endangered or removed from the premises occupied by the customer whilst any amount of money is payable to the Company then without prejudice to any other rights of the Company, the Company may resume possession of the parts or rental equipment and re-sell them without accounting to the customer for the proceeds thereof.

## 1.3 Personal Properties Securities Act

The customer acknowledges and agrees that the provisions of sub-clause 1.2 constitute the security agreement between the customer and the Company creating a security interest in all present and future supplies. This security interest in the parts or rental equipment extends to the proceeds of any sale in respect of the parts or rental equipment and monies held in a separate account arising from the sale of the parts or rental equipment for the purpose of the Personal Properties Security Act 2009 (Cth) as amended (the “**PPS Act**”) and to the extent applicable the PPS Act applies.

The customer acknowledges that the Company may do anything reasonably necessary, including but not limited to registering and security interest which the Company has over the parts or rental equipment on the Personal Properties Security Register established under section 147 of the PPS Act (“**PPSR**”) in order to perfect the security interest and comply with the requirement of the PPS Act. The customer agrees without charge to provide all information and do all things necessary to assist the Company to undertake the matters set out above. The customer waives pursuant to s.157 (3)(b) of the PPS Act the right to receive notice of a verification statement in relation to any registration on the PPSR.

## 1.4 Recovery of unpaid goods

The customer shall permit the Company (or its appointed agent or representative) to enter upon any premises occupied by the customer at which the parts or rental equipment are kept or stored or normally kept or stored to enable the Company to inspect the parts or rental equipment and in accordance with sub-clause 1.2 hereof to remove such parts or rental equipment from such premises. The Company shall not be liable for any damage or injury to the premises on which the parts and or rental equipment are stored unless such damage or injury is caused solely by the willful negligence of the Company, its servants or agents.

The production of a copy of these terms and conditions shall constitute and evidence the Company’s authority to enter any premises on which the parts or rental equipment are or may be stored and at the discretion of the Company to remove such parts or rental equipment there from.

## 1.5 Termination of Credit Facilities

The Company may at any time at its discretion and without notice alter or suspend credit facilities.

## 1.6 Method of payment

The Company reserves the right to nominate the acceptable form of payment to be used by the customer, including the use of a Direct Debit facility.

## 1.7 Fees

The Company reserves the right to charge the customer interest on overdue monies at the rate of 2.0% p.a. above the published Westpac Loan Index Rate. All legal, debt recovery, and court costs are payable by the customer.

## 1.8 Applicable Law

The supply of goods or services constituting this contract and its operation shall be governed by the laws of New South Wales and the parties shall submit to the non-exclusive jurisdiction of the Courts of New South Wales to determine any disputes arising out of the terms of this contract or its operation. The clause headings shall not affect the construction hereof. If any of the provisions of the contract are unlawful or invalid under any applicable statute or rule of law they are to that extent to be deemed omitted.

## 2.1 Conditions of Return

No claims will be recognized after fourteen (14) days. No returns will be accepted without prior approval from and authorisation number being given by the Company within fourteen (14) days of invoice date. All returns to be forwarded to the appropriate Company address freight prepaid. Items specifically procured or indented or any bearings, cups, cones, seals, gasket, kits, chains, hardware and electrical components will not be accepted for credit. All goods

forwarded at Customers risk. A 20% handling surcharge will apply for goods returned for credit. Any goods returned must be in original packaging and in resalable condition. Authorisation number to be clearly quoted on all buyers return

## **2.2 Conditions of Limited Warranty**

The Company warrants that any services rendered by it are free from material defects in workmanship up to 90 days after the date of completion of such services. Any claim for faulty workmanship or defective parts will not be recognized by the company unless submitted in writing within that period. The Company shall not be liable for any consequential loss or damage, as the Company's obligation will be limited to making good any defective parts supplied or defective workmanship performed by the Company in effecting the repairs.

## **3 Confidentiality**

The customer acknowledges that details of credit facilities provided to the customer are personal to the customer and shall not be assigned, transferred or made available by it for use by any other corporation, person or organisation and further acknowledges that any goods ordered/purchased or services provided by the Company shall be paid by the customer.