



# General Terms and Conditions

1. Every quotation is subject to withdrawal or alteration at any time before an order is accepted by BT Equipment Pty Ltd t/a Tutt Bryant Equipment (ABN: 89 094 476 141) ("TBE") and no order is to be deemed to have been accepted by TBE until a formal acceptance is posted or delivered. The quoted price is based upon the cost of materials, labour and transport and upon the conditions existing at the date of this quotation. If there is any variation in such costs and conditions the price to be paid by the customer shall be varied and/or the time for delivery may be altered accordingly. TBE will nevertheless endeavour to supply in accordance with prices and conditions of the quotation.
2. If at any time before delivery by reason of any cause whatsoever beyond TBE's control, TBE is prevented from making delivery at the time stipulated TBE shall be entitled to terminate the contract and the customer shall not in consequence have any claim for damages but without prejudice to the rights of TBE to recover all sums owing to it in respect of deliveries made or services performed prior to the date of such termination or to recover all payments made or expenses incurred by TBE in connection with the contract.
3. Except as provided in Clause 2 hereof after an official order has been accepted by TBE such order shall not be subject to cancellation without written consent of both parties.
4. In cases where TBE accepts responsibility for delivery the customer will be responsible for immediate examination of goods after arrival at destination and in the event of any goods arriving in a damaged condition must report the matter in writing to TBE. No claim for goods damaged in transit will be accepted unless made within three (3) days after arrival at destination. Unless expressly agreed, the responsibility of TBE ceases on goods being delivered to place of delivery.
5. Unless stated otherwise TBE warrants equipment sold by it is in accordance with the standard warranty statement provided under the official order conditions. This warranty is given to the exclusion of all other warranties, conditions or liabilities whether expressed or implied by statute common law or otherwise, but is given subject to the Competition and Consumer Act 2010. Such warranty does not apply to replacement parts or if the equipment is second hand.
6. Prices are subject to the customer's official order being for the whole amount stated in the quotation.
7. Quotations in respect of imported products and materials are based on costs which have been included in the price quoted and any variation between these and the costs TBE may ultimately be called to pay will be to the customer's account.
8. The customer agrees that TBE may give to and seek from, any credit providers that may be named in a credit report issued by a credit reporting agency, information about the customer's credit arrangements. The customer understands that this information can include any information about the customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.
9. TBE reserves the right to request a non-refundable deposit for special machine modification or attachments required by the customer. This deposit is payable at signing of an official order.
10. Normal trading terms are payment upon delivery ex works with title to the goods only passing upon payment in full.
11. Where the goods are second hand, the customer acknowledges that it or its authorised representative has fully inspected the goods and notwithstanding this, there may be faults in the goods and that the goods are accepted with all faults.
12. Any trade-in equipment shall remain the sole risk of the customer until such time as delivery to TBE, and the customer warrants that on such delivery that the trade-in equipment is unencumbered property and that no other party has any interest therein by way of lease, mortgage, charge or otherwise whatsoever.
13. Unless otherwise stated this quotation is valid for a maximum period of (30) days.