

Type/Clase :	Contrat-type/Model contract/Modelo de contrato
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SAMPLE

CONDITIONS OF SALE



CHAMBER OF COMMERCE AND INDUSTRY
WESTERN AUSTRALIA

CONDITIONS OF SALE

1. All goods transacted are subject to the conditions of sale as convened in this document.
2. Any injuries, loss of income or other losses of earnings or injury claims for compensation associated with the installation, handling or otherwise use of the, and its principals cannot be held responsible or liable for any claims what so ever.
3. hereby warrant that the has ayear warranty on (goods description) warranty.
 - 3.1 All warranties are full part replacement but not installation outside the manufacturers territory. Territories that are subject to a distribution agreement, warranty installation is to be carried out by the distributor.
4. Terms of Payment (Export)

Payment for all goods that are to be transported out of the State of Manufacture (Western Australia) is to be received prior to shipment.

 - 4.1 Payments in terms – credit and extended credit will need to be agreed to in advance of any orders placed under these terms.
 - 4.2 Bankers details:
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.....
.....
5. Quotations
 - 5.1 All quotations are to be deemed valid for 30 days from the date of waiting unless otherwise stated.
 - 5.2 All quotations are to be considered to be ex-works unless otherwise stated.
6. Delivery period is estimated and will be confirmed on acceptance of order.
 - 6.1 Orders will only be accepted in writing/facsimile.
 - 6.2 Acceptance of order on receipt of agreed payment conditions.
7. All goods shipped outside Australia will be according to Incoterms 2000.
 - 7.1 Pre-delivery inspection can be arranged at the buyers cost.
8. To re-sale these goods into territories other than that agreed in the distribution agreement must be agreed in writing with the manufacturer.

CONDITIONS OF SALE

1. Unless otherwise expressly agreed in writing, all goods are sold upon the following terms and conditions to the exclusion of any terms and conditions of the Purchaser and no agent or representative of **Company Name** (the Company) has any authority to vary or omit, part of or all of, these conditions. Acceptance of delivery of the goods shall constitute acceptance of these terms.
2. Any deficiency in quantity of product delivered or transportation damage as at the time of delivery shall be notified to the Company immediately upon receipt. Acknowledgement of the delivery shall be deemed to be acceptance of the quantities as set out by the invoice and that the product has not suffered from transportation damage.
3. The Company will make good at its option by repair or replacement any articles sold by it which, within months after delivery, are shown to the Company's satisfaction to have been, at the time of delivery, defective where such defect is solely attributable to defective workmanship, materials or manufacture provided that:
 - (i) the Company is immediately notified upon detection; and
 - (ii) no defect is caused by wilful damage, negligence, incorrect storage or application, incorrect use, movement, installation or assembly (except by the Company, its servants or its agents) or defects caused by fair wear and tear; and
 - (iii) if required by the Company the goods are returned to the Company within one month of the discovery of the defect.

The warranty contained in this Condition is the ONLY express warranty given by the Company. All other conditions, representations, terms and warranties as to the fitness or quality of the goods supplied for any purpose, whether express or implied, whether statutory or otherwise and whether verbal or in writing are hereby excluded and negated to the full extent permitted by law in each case.

4. Subject only to the provisions of Condition 3 the Company hereby excludes to the full extent allowed by law all liability of any kind whatsoever to the purchaser or any other party for any loss, damage or loss sustained or incurred by the purchaser or any other party in consequence of or resulting by, directly or indirectly, the supply of, use of, or performance of any products or services for whatever reason whether arising out of any breach by the company of any contract incorporating these Conditions or negligent or wrongful acts by the Company or its servants or its agents in connection with its products and or its services, and limits any liability that it might nevertheless have to a maximum amount being the invoiced price of the products or services in question.
5. No goods may be returned to the Company without the Company's prior written consent.
6. The modifications of (company name) products, other than in accordance with the Company's written approval in each case, is not authorised and may result in product defects. The warranty contained in these conditions will not extend to any product which has been the subject of any unauthorised modification.
7. The Company reserves the right to declare void any warranty claim where the claimant does not extend to the Company a reasonable opportunity to fully inspect the product, application and circumstances of the product.
8. The Company sets out suggestions as to the use of, installation of and care of its products on the understanding that those suggestions are made solely to assist the purchaser to get the best results from its purchase, and that they do not amount to warranties or otherwise add to or vary these Conditions of Sale in any way.
9. The Company will use its best endeavours to deliver at the time stated and all delivery dates shall be regarded at best as estimates only. The purchaser must accept the actual delivery date and the Company shall not be liable for any losses, costs, damages or expenses suffered by the purchaser or any other party as a result of any delivery in delivery.
10. Where orders are accepted by the Company for special production runs, unless otherwise agreed to in writing, the Company reserves the right to make delivery and charge for one off small deliveries. The Company will not accept any restriction of its right to manufacture or sell or offer to any other purchaser goods which may have been manufactured specially for a specific purchaser or purchasers.
11. Payment is to be made in cash, net of all deductions, days after invoice. Failure to make due payments in respect of deliveries or instalments under this or any other contract with the Company shall entitle the Company to delay, suspend or cancel deliveries in whole or in part at its option.
12. For so long as any amounts remain owing to the Company, title to and property in the goods shall remain in the Company and shall not pass to the purchaser. All goods which remain the property of the Company will be held by the purchaser on behalf of the Company in a fiduciary capacity and shall be stored separately from all other goods. At any time after the due date for payment of any account owing from the purchaser to the Company and so long as such amounts have not been received by the Company in full, the Company at the purchaser's expense shall be entitled to require the purchaser to return to the Company and shall have the right to enter the buyer's premises or where the goods are stored and remove there from all goods which remain the property of the Company.
13. The Company will not be liable for breach of contract arising from or caused by, directly or indirectly, force majeure, war, strikes, riots and civil commotions and nature disasters.
14. Any order that has been accepted by the Company may not be reduced or cancelled after acceptance without the agreement of the Company in writing.