

CURRIE GROUP PTY LTD

CONDITIONS OF SALE (Subject to the provisions of the Trade Practices Act)

1. The price set out in this Contract for the equipment is based on the following factors that are applicable at the date of Contract:-
Manufacturer's list prices, costs of labour whether direct or indirect, raw material, exchange rates, freight rates, insurance rates, customs and primage duties, any increase or upwards variation or alteration in any of the items set out in the contract occurring after the date of Contract shall be paid by the Buyer to the Seller upon demand.
2. The deposit shall be paid immediately upon execution of this Contract by both parties.
3. Prices do not include GST unless specifically stated.
4. Any GST chargeable to the Seller shall be paid by the Purchaser to the Seller promptly upon request.
5. Where prices are based on admission of equipment under Customs Department by-laws such prices are subject to increases if permission to import the equipment under by-laws is not granted or if the Customs Department varies or amends the terms under which the import is permitted or the rates of duty applicable thereto.
6. Where prices quoted include installation of the equipment, such prices include normal installation on ground floor level including connection to existing electrical supply. Any additional costs due to dismantling of the equipment or lifting equipment to install the equipment above or below street level are to be borne by the Buyer.
7. The Buyer warrants that any equipment traded in as part payment or by way of deposit is free from any charge or encumbrance in favour of a third party.
8. (a) The Buyer acknowledges that the equipment has been inspected and that the Buyer is satisfied with the condition and with its fitness for the purposes.
(b) The Seller hereby extends to the buyer the benefit of such conditions representations and warranties in respect of the equipment as set out in this Contract and as are implied in this Contract in favour of the Buyer by such of the provisions of Division 2 Part V of the Trade Practices Act 1974 and by the provisions of any other applicable Law of Australia and of the several states of Australia and that are provided by the said Act and by the provisions of any such applicable law to be incapable of exclusion from this Contract or restriction or modification by the Seller and save as aforesaid the Buyer shall have no right of claim against the Seller in respect of the equipment or arising out of this Contract or any representation claim or statement made in relation to the equipment.
9. (a) The Seller reserves the right to deliver by installments and each installment shall be deemed to be sold under a separate Contract for a proportion of the total purchase price nominated by the Seller.
(b) Failure by the Seller to deliver any installment on the due date for delivery of the same shall not entitle the Buyer to repudiate this Contract and the Seller shall be under no liability for consequential or other loss as a result of late delivery of equipment howsoever occurring.
(c) If the Buyer fails to pay the purchase price or any installment on the due date for payment and such payment or installment remains in excess of (30) days after the due Date (where the demand for payment thereof has been made by the Seller or not) the Seller has the right to sue the Buyer for the entire price then owing under this Contract as well as withhold delivery of any future installment until the full purchase price is paid.
10. Any description of the equipment contained in this Contract is given by way of identification only and the use of such description shall not constitute this Contract a sale by description
11. No claim for damage direct or indirect in respect of any equipment shall in any case exceed the Sellers price to the Buyer of the equipment in respect of which such damage Shall arise. No claim shall be ground for the Buyer withholding payment of any sum due to the Seller under this or any other Contract which the Seller may have with the Buyer nor shall a claim give any right to offset any payment due by the Buyer to the Seller. The Seller's sole obligation and liability shall be to refund to the Buyer the amount paid to the Seller less a reasonable amount for actual part use. All damage over and above the Sellers price shall be borne by the Buyer. The Buyer agrees to keep the Seller indemnified against all claim costs and demands arising directly or indirectly from the use or operation of this equipment.
12. Where the Seller has agreed to install the equipment, the price for the equipment has been based on the assumption that access to the site itself and sufficient power supply will be readily available during the installation period and reasonable space will be provided, in and near the site to enable the delivery of materials and to store the equipment. The Buyer warrants that the structure of the premises or equipment in or upon which the equipment is to be installed is sound and will sustain the installation and work incidental thereto and the Seller shall not be liable for any loss or damage resulting from insufficient or defective foundations, walls or other structures. The Buyer will be solely responsible for any loss or damage suffered by the Seller (whether accidentally caused or otherwise) which may arise during the execution of the work in the premises of the Buyer, occupation or control of the Buyer, or in or about any place to which the equipment may be attached, or is to be attached, or is to be installed at the request of the Buyer. The Buyer undertakes to obtain any necessary permit, licence or approval. The installation of the equipment shall be performed by the Seller during normal business hours unless otherwise expressly provided for in the price of the equipment.
13. Where upon request of the Buyer the installation is delayed, the Seller reserves the right to immediately invoice the Buyer the Contract price of the equipment whether or not the installation has been completed.
14. (a) The equipment shall be at the risk of the Buyer as from the installation, provided however that Seller has received payment in full of the total price of the equipment.
(b) The Buyer acknowledges and agrees that until payment to the Seller of the total purchase price for the equipment.
 - (i) If for any reason whatsoever the Buyer fails to pay to the Seller any part of the total price for the equipment as and when it becomes due, or the Seller has reasonable grounds to believe that the equipment has been or will be destroyed, damaged, endangered or removed from the normal place of business of the Buyer Or from its normal location then (without prejudice to any other alternative rights of the Seller) the Seller may resume possession of the equipment
 - (ii) The Buyer shall hold and maintain the equipment in good order and condition as bailee on the Sellers behalf.
 - (iii) The Buyer shall store the equipment in such a way that it is clear that it is the property of the Seller.
 - (iv) The Buyer shall permit the Seller at any time to enter any premises occupied by the Buyer at which the equipment is from time to time normally kept or stored to remove the equipment from such premises. For the purpose of the Sellers entry to any such premises, the production of a copy of this agreement by the Seller shall constitute and evidence the Sellers authority to enter any such premises (at the discretion of the Seller) and remove such equipment therefrom.
 - (v) If the Seller has to remove the equipment from the Buyer's premises pursuant to the provisions of clause 12, then any costs incurred by the Seller connected to the removal and redelivery to the Sellers premises shall be borne by the Buyer who shall indemnify the Seller accordingly.
15. The provisions of this Contract are to be read and construed subject to the provisions of the Trade Practices Act 1974 and to the extent (if any) that any provision of this Contract would, but for this clause be void or illegal or unenforceable wholly or in part, or would operate so as to render any other provision thereof wholly or in part void or illegal or unenforceable, that offending provision or such part, shall constitute no part of the relevant documents which shall be read and construed as if that offending Provision or provisions had never been inserted therein.
16. In the event that this Contract constitutes a supply of equipment or services to a Consumer as defined in the Trade Practices Act 1974 ("the Act") nothing contained in this Contract excludes, restricts or modifies in relation to this Contract and the equipment to be supplied in accordance herewith any condition, warranty, right or remedy which Pursuant to the Act applies to this Contract or is conferred on the Buyer provided that to the extent the Act permits the Seller to limit its liability for breach of a condition or warranty implied by the Act, then the Seller's liability for such breach, including any consequential loss which the Buyer may sustain or incur shall be limited to:-
 - (a) the replacement of the equipment;
 - (b) the repair of the equipment;
 - (c) the paying of the cost of replacing the equipment, or acquiring equivalent equipment; or
 - (c) the paying of the cost of having the equipment repaired.Subject to the foregoing all conditions and warranties which would or might otherwise be implied in the Contract, are hereby excluded and negated to the extent permitted By law as acknowledged by the Buyer by the execution of this Contract.