

STANDARD TERMS & CONDITIONS OF SALE

The Terms and Conditions of Sale that take precedence are contained in our written quotation.

Where this document is silent, these “Standard Terms & Conditions of Sale” apply.

Purchasers’ terms or other special terms will *only* be used where this has been agreed in writing.

COMMERCIAL TERMS

Offer Validity

Validity is 30 days from date of quotation. This may be varied, in which case the terms will be defined in our written quotation.

Price Basis

Standard quotations show pricing on an “each” basis, and is the case unless specifically noted on our written quotation.

Prices are quoted in Australian Dollars (AUD) unless specifically noted on our written quotation.

All prices quoted are exclusive of GST and domestic delivery charges.

Delivery Period

Delivery period varies depending on the product line and will be indicated on our written quotation.

Delivery Point

FOT Artarmon NSW. Domestic delivery can be arranged and provided at an additional charge.

Exclusions

Any specific exclusions will be noted in our written quotation.

Service and Commissioning Engineer

The rate for our field service and commissioning engineer is \$100.00 / hr plus travel expenses which are charged at cost.

Intellectual Property and Copyright

All information contained in this proposal remains the property of H2O Rx and shall not be disclosed to a third party without the consent of H2O Rx.

If H2O Rx is unsuccessful with this offer, all technical data and drawings provided with this offer are to be returned on request.

Cancellation

In the event that an order is cancelled, a restocking fee of 40% may be incurred. This amount is discretionary and may be waived or reduced should the product be a normally stocked item and returned in resalable condition.

Under certain circumstances orders cannot be cancelled. This will be advised in our written quotation.

Terms of Payment

All invoices are to be paid within 30 Days of the date of invoice if a credit account has been approved.

Where a credit account has not been established, we can generate a pro-forma invoice and accept payments directly to our account or Mastercard / Visa. Payment in full is required on placement of order unless negotiated otherwise.

Ownership of all goods remains with H2O Rx until all invoices have been paid in full.

Default and Collections

In the event of default or collections being required, we will engage a collection agency. Any collection costs will be borne by the purchaser.

WARRANTY

We warrant our equipment to fulfil the purpose for which it was intended and negotiated prior to its purchase but not to accomplish any additional capacity to work under changed conditions after having been shipped and installed.

Replacement of Defective Material

Any parts which show faulty workmanship or material will be repaired or replaced without charge FOB Sydney works, provided such defects develop under normal and proper use within twelve (12) months from date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement shall constitute fulfilment of our obligations to the Purchaser.

Non-Liability for Damaged Apparatus

The Company will not be responsible for or liable for any damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent.

Contingent Liability

The Company will not be responsible for or liable in any way for consequent damage or contingent liability.

The Company shall not be liable for claims arising from the failure of any product to cure, alleviate, prevent, monitor, detect, eliminate, or retard personal injury or property damage as expressly or impliedly warranted or represented by the Company.

This warranty does not apply to any parts or sub-assemblies subject to product wear. Furthermore, the inclusion of spare or consumer items not of H2O Rx supply during the life of this warranty period renders the warranty invalid.

Proprietary Items

The warranty which applies to such items is that offered by their respective manufacturers.