

## **CONDITIONS OF SALE**

### **1. Acceptance**

Every sale and business transaction is subject solely to the following conditions, and no variation or alteration to these conditions shall be made unless expressly agreed with our written consent.

### **2. Prices, Quotations and Invoices**

All quoted and printed prices for goods, where factors governing their prices are under our direct control, are firm for 30 days, unless specified in writing to the contrary. Prices quoted on items to be imported are subject to exchange rate variation, either way, based on the rate ruling on the date of invoicing. All quoted and invoiced prices are ex-works and are net, i.e. exclusive of bank charges, duties, taxes, excise, etc. Prices are exclusive of installation, calibration and commissioning unless otherwise stated. We reserve the right to correct any accidental errors or omissions on all quotations and invoices.

### **3. Orders**

No order shall be binding on us unless accepted by us in writing.

### **4. Delivery**

Every effort will be made to adhere to delivery dates, subject to work load variations as they occur up to the point of order placement, however, we shall accept no liability whatsoever for delays in delivery irrespective of the cause. Claims for shortages or errors will not be entertained unless notified to us within 3 days of receipt of goods.

### **5. Amendments or Cancellations**

Amendments to any orders will only be accepted by prior agreement. Orders canceled before delivery will be subject to a cancellation fee. Orders cancelled after delivery will be subject to a cancellation fee and in addition the customer will be expected to pay for any packing, freight, carriage and insurance costs for both the original delivery and the return to Geo-Con's premises.

### **6. Warranty and Responsibility**

Subject to the compliance to all installation, use, storage, maintenance and operating instructions, we will repair or replace any goods manufactured by ourselves in respect of defects arising solely from faulty materials or workmanship, providing they are returned to us within 12 months from the original date of dispatch from our premises, in the case of goods or parts not manufactured by us we will pass onto the customer the benefit of any guarantee or warranty received by us from the manufacturer in respect thereof in so far as such a guarantee or warranty shall be capable of assignment. Return freight costs are not covered by the warranty.

### **7. Repairs**

We are not responsible for damage occurring in transit to goods sent to us for repair or examination, nor for incidental damage to glass apparatus and delicate instruments in the course of repair however caused. When no order has been placed for the repair or examination we may charge for time involved in the preliminary examination and reassembly of any article. Any goods returned for repair should be sent carriage paid, and clearly labeled with the sender's name and address and should include a letter detailing the work required and a detailed fault description.

### **8. Property and Risk**

The goods shall remain our property until the price has been discharged in full. The price shall not be deemed to be discharged in full until such a time that all funds, cheques etc., have been cleared at our bank.

### **9. Damage or Loss in Transit**

Any claims for damage or loss in transit must be notified to us in writing within 3 days of receipt of the goods.

### **10. Insurance**

If requested by the purchaser or considered necessary by us we will effect insurance which will be charged on the invoice. We shall not be liable for failure to insure unless insurance was requested by the purchaser, if we effect insurance we shall be under no liability to take proceeding for recovery of any loss or damage and shall be limited to the amount received by us or the value of the goods, whichever is the less from which deduction may be made for expenses.

### **11. Terms of Payment**

Payment for all orders shall be either cash with order or cash on delivery unless otherwise agreed. Orders from customers who require credit terms should complete our credit application form which is obtainable from our website, or will be supplied on request. Delivery of goods on the first order placed after applying for credit will only be executed after the credit application has been approved and a credit limit established. Our credit terms are 14 days from the end of the month in which the goods are invoiced. Credit Card payments will incur a 1.5% surcharge.

53 Granite St (PO Box 206), GEEBUNG, QLD 4034, Australia  
Ph: +61 7 3265 4952 Fax: +61 7 3265 2713 Email: sales@geo-con.com.au Web: www.geo-con.com.au