

General Conditions of Sale: Adiemas Services Pty Ltd

All goods supplied by Adiemas Services Pty Ltd ABN 79 157 890 634 (herein call the Company) are supplied in accordance with these terms and conditions of sale:

1. These terms and conditions including the terms and conditions overleaf constitute and complete and exclusive statement of agreements and understandings between the Company and Purchaser with respect to the subject matter hereof, notwithstanding any conditions to the contrary effect which may be expressed in any of the Company's documents supercedes all prior arrangements, written or oral. All additions and modifications to these terms and conditions of sale shall be in writing and signed by both parties and attached hereto as Athe Schedule@. In these conditions the Apurchaser@ is the person, firm or company who or which is purchasing the goods the subject of this quotation or contract.
2. By acceptance of deliveries made in pursuance of any purchase order placed upon the company, Purchaser excepts the terms and conditions contained herein. The Company's failure to object to any term or condition contained in any communication from the purchaser shall not be deemed to be a waiver of these terms and conditions.
3. The Company warrants the goods supplied by it shall be free from defects in workmanship and materials. The company's sole responsibility will be either to repair or replace, at the company's option, any goods which fail because of a defect in workmanship or material.
4. Subject to any legislation to the contrary, no warranty is given in respect of goods described as B or seconds or discount and the Purchaser shall accept such goods including all defects that may be contained in them.
5. Subject to any legislation to the contrary:
 - a. Representations and agreements not expressly contained herein shall not be binding upon the Company as conditions, warranties or representations.
 - b. All other conditions warranties and representations on the part of the company whether expressed or implied, are hereby expressly negated or excluded.
 - c. Any advice or information provided by the company in relation to the goods sold or manufactured by or their use under specific conditions the life and wear of the goods or their immunity from possible attack by corrosion, pitting, erosion, chemical, electrolytic action or otherwise is given in good faith and is believed by the company to be appropriate and reliable but is given without liability as to the suitability of the goods for any purpose.
 - d. The Company shall not be liable for any loss or damage arising from the failure of the goods or from the design of operation thereof or for any advice provided in connection therewith.
 - e. The Company shall be under no liability to the purchaser for any loss (including but not limited to loss of profits or consequential loss) or for damage to persons or property or for death or injury caused by an act or omission (including negligent acts or omission) of the Company its servants or agents.
6. All promises of delivery are made in good faith in light of conditions and circumstances prevailing at the time. The Company shall not be liable to the Purchaser for any damage, injury or loss (including but not limited to profits or consequential loss) arising out of any delay in or failure to make delivery of the goods.
7. Supply of goods is subject to the Company's availability schedule. As it may from time to time be impossible to supply any or the exact quantity of goods ordered, the Company reserves the right to reject any order, supply a lesser quantity or up to 10% in excess of the goods ordered, to the Purchasers account.
8. No orders or any part of any order shall be cancelled or rescheduled except with the prior written consent of the Company and upon terms that will indemnify the Company against all loss and damage suffered by the Company as a result of such cancellation or rescheduling.
9. The Purchaser shall accept or reject goods supplied hereunder within 10 days from receipt. If the purchaser fails to notify the Company in writing of its rejection and the reasons therefore within such time period. The purchaser shall be deemed to have accepted the goods.
10. Proof of delivery will not be provided later than one month after invoice date. Thereafter all goods would have been deemed to have been delivered in good order.
11. Returns for any reason cannot be made:
 - a. Without the prior written authorisation of the Company, and
 - b. Unless accompanied by a delivery docket showing the Company's authorisation reference numberThe cost of freight for returned goods shall be at the Purchasers expense, unless the Company has previously agreed to arrange return of the goods by the Company's nominated carriers.
12. All prices quoted are based on prices of currency exchange, material and labour rates ruling at the date of quotation/invoice date. Any variation may be at the Company's option to the Purchasers account.
13. Prices are exclusive of, and purchaser is responsible for and shall pay, all sales tax, goods and services tax, stamp duties and like levies or taxes.
14. The goods are at the purchasers risk from the occurrence of the first time of any of the following events:
 - a. The passing of property to the purchaser
 - b. The physical delivery of the goods to the Purchaser or to such other person or premises as the purchaser directs; and
 - c. The physical delivery by the Company to any carrier or any bailee for delivery to the Purchaser
15. Unless otherwise agreed in writing by the Company the goods are not insured in transit, If the Purchaser requires cover to be effected on his behalf, full details must be supplied with the order and all resulting charges will be to the purchasers account.
16. Unless otherwise agreed to in writing by the Company, the purchase price shall be paid by the purchaser to the Company in full on shipment of the goods from the Company's premises and the Purchaser shall not be entitled to with hold payment or make any deduction from the purchase price in respect to any setoff or counter claim.
17. The Purchaser acknowledges that he is in possession of the goods supplied by the Company solely as bailee for the Company until such time as the purchase price thereof has been paid in full to the Company.
18. If the Purchaser fails to pay the purchase price within the period specified in condition 16 or otherwise breaches any of these conditions or becomes insolvent or takes the benefit of bankruptcy laws or being a company enters liquidation (except for the purposes of solvent amalgamation or reconstruction) the Company shall be entitled, without prejudice to any other right hereunder or at law, to enter the Purchasers premises in which the goods are located and repossess the goods, and, for this purpose , the Purchaser hereby permits the Company to enter those premises without hindrance or obstruction.
19. The contract between the Company and the Purchaser shall be governed by and construed in accordance with the laws of the State of New South Wales and by its applicable laws of the Commonwealth of Australia
20. The company will be allowed to inform Credit Reporting Agency any information allowed by the Privacy Act 1988 (Commonwealth)