

TERMS AND 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 ABDEX INDUSTRIES Pty Ltd ABN 47 108 210 279 ("the company") has any authority to vary or omit part of or all of these conditions. Accepting delivery of the goods shall constitute acceptance of the terms.
2. Before purchasing any ABDEX products the purchaser agrees that they have read and understood these conditions of sale, the safety information, notes, warnings and instructions contained in our current relevant catalogues. The purchaser also holds themselves as a responsible and competent user or reseller of the product or the services ABDEX provides to them and that they comprehend and understand the dangers of incorrect use of, incorrect installation of, or the incorrect assembly of, these products and or services.
3. The Buyer undertakes to inspect all goods immediately upon receipt and will then be deemed to have accepted the goods. Any claims for shortages or discrepancies will be waived by the Buyer unless notification is made to ABDEX immediately upon receipt of goods. 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.
4. ABDEX will make good at its option by repair or replacement any articles sold by it which, within twelve months after delivery, are shown to ABDEX'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) ABDEX is immediately notified upon defection; and
 - (ii) no defect is caused by wilful damage, negligence, incorrect storage or application, incorrect use, movement, installation or assembly (except by ABDEX, its servants or its agents) or defects caused by fair wear and tear; and
 - (iii) if required by ABDEX, the goods are returned to ABDEX within one month of the discovery of the defect. The warranty contained in this Condition is the ONLY express warranty given by ABDEX. 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.
5. Subject only to the provisions of Condition 4, ABDEX hereby excludes to the full extent allowed by the law all liability of any kind whatsoever to the Buyer 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 for what ever reason whether arising out of any breach by ABDEX or any contract incorporating these Conditions or negligent or wrongful acts by ABDEX or its servants or its agents in connection with its products 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.
6. No goods may be returned to the Company without the Company's prior consent. Goods will only be accepted for credit under the following conditions:
 - (i) The goods are returned at the Buyer's expense and are in a re-saleable condition.
 - (ii) A 15% restocking charge may apply to the transaction.
 - (iii) The invoice number and the reasons for return are clearly stated
 - (iv) An order is placed for new goods at least to the value of the goods being returned.
7. The modification of ABDEX 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 ABDEX products which has been the subject of any unauthorised modification.
8. The Company reserves the right to declare void any warranty claim where the claimant does not extend to ABDEX where a reasonable opportunity to fully inspect the product, application and circumstances of the claim.
9. ABDEX couplings and fittings are specifically designed and manufactured for the attachment only to ABDEX hoses, the make and type as specified in our current catalogues. Use of other than such specified ABDEX hose or assembly of the coupling contrary to the instructions contained may result in an unsatisfactory or dangerous product and is NOT RECOMMENDED by ABDEX and will void the warranty in Conditions 4 and rights of the buyer under the warranty.
10. ABDEX 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 buyer 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.
11. Unless otherwise stated to ABDEX by the buyer on their official order, ABDEX will supply its goods on the understanding that they will be used in hydraulic applications with the correct oil within the limits shown in ABDEX's current catalogues.
12. ABDEX will use its best endeavours to deliver at the time stated and all delivery dates given in advance of actual shipment shall be regarded as best estimates only. The Buyer must accept the actual delivery date and ABDEX shall not be liable for any losses, costs, damages or expenses suffered by the buyer or any other party as a result of any delay in delivery.
13. All prices are net unless otherwise stated and are subject to GST if applicable. Prices are quoted ex works and are based upon costs ruling at the date of the quotation and the prices are subject to fair adjustment to take into account any alteration in such costs prior to delivery of goods.
14. The prices of any and all Goods and Services shall be confidential, and the Buyer shall not disclose such prices to any unrelated third party.
15. Payment is to be made net of all deductions within 30 days from dated 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 further deliveries in whole or in part of its option. If Buyer does not pay when payment is due, past due amounts are subject to charges of two percent (2%) per month.
16. For so long as any amounts remain owing to ABDEX, title to the goods shall remain with ABDEX and shall not pass to the buyer. All goods which remain the property of ABDEX will be held by the Buyer on behalf of ABDEX in a fiduciary capacity and shall be stored separately from all other goods. At any time after the due date for payment of any amount owing from the buyer to ABDEX and so long as such amounts have not been received by ABDEX in full, ABDEX, at purchaser's expense, shall be entitled to require the buyer to return the goods to ABDEX 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 ABDEX.
17. ABDEX will not be liable for breach of contract arising from or caused by, directly or indirectly, fire, flood, earthquake, storm or tempest; the action of any government or any public authority or corporation; lack of labour, supplies or equipment, from whatever cause or any other cause beyond the Company's control.
18. Any order that has been accepted by ABDEX may not be reduced or cancelled after acceptance without the agreement of ABDEX in writing. Cancellation may be subject to reasonable charges for expenses already incurred and commitments made by ABDEX in connection with the placement of such order(s). i.e. 15% of total order amount.
19. This contract shall be governed and constructed by the laws of the state of Victoria.

SIGNATURE OF APPLICANT(S).....

PRINTED NAME.....POSITION.....

ON BEHALF OF.....DATE.....