

Terms & Conditions

1. GENERAL

Definitions used in this document:

"**BellarineAV Pty Ltd**" is the company BellarineAV, ABN 74 634 190 408

"**Customer**" means and includes a company, firm or person, the name of which is set out on the Contract and any person whether as employee or authorised agent who enters into this Contract on behalf of such company, firm or person.

"**Contract**" the signed document that clearly describes the goods and/or services, term and pricing.

These terms and conditions:

(a) apply to all goods and services provided by **BellarineAV** (the "Company") to the **customer** (the "Customer")

(b) Exceptions to these Terms and Conditions should always be in writing and signed by Company and customer.

2. QUOTATION AND PRICE

2.1. Unless otherwise specified:

(a) all quotations, except for price, are valid for acceptance within thirty (30) days;

(b) quoted prices will exclude GST unless otherwise indicated and are subject to change without notice;

(c) BellarineAV reserves the right to adjust prices to BellarineAV prices prevailing at the time of shipment

(d) all unpaid or overdue accounts attract a 1.5% per month interest charge

2.2 The quotation price does not include the cost of freight unless stated.

2.3 In all cases where a tax invoice is generated, the TAX component will be displayed and charged on all goods and services to which TAX applies. The total amount of TAX will be displayed at the bottom of the invoice.

3. ORDERS

3.1 The Customer shall pay to BellarineAV any loss, damage and expense incurred in relation to cancellation of any manufactured or special order.

3.2 BellarineAV may decline, by written notice to the Customer, any order, in whole or part, at any time prior to delivery of the goods or provision of the services, without obligation.

3.3 If the customer fails to comply with any terms of payment, BellarineAV may withhold any further deliveries, or at its option terminate the agreement and any unpaid money shall become immediately due.

3.4 BellarineAV reserves the right to suspend or discontinue the supply of goods and services to the Customer without reason.

4. DELIVERY AND TITLE

4.1 All risk and loss damage to goods shall pass to the customer upon delivery

4.2 BellarineAV shall retain title to the goods until full payment has been received.

4.3 Pending Payment, the Customer shall store the goods in a way that clearly shows BellarineAV title, and in the event of resale or use before payment the Customer shall account to BellarineAV for the proceeds of the sale until its goods are paid for in full by the customer.

4.4 The Customer's right to possession of the goods shall cease if, not being a company, the Customer commits an available act of bankruptcy, or if a company, a receiver or Manager becomes entitled to take possession of any assets, or any proceedings are instituted for the winding up of BellarineAV. In these circumstances, BellarineAV may repossess the goods and may enter the premises where BellarineAV reasonably believes the goods might be.

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4.5 BellarineAV will not be liable for any loss or damage whether in contract, tort or otherwise and whether direct or indirect arising out of delay in delivery.

4.6 Unless otherwise agreed, where the Customer has nominated an address to BellarineAV, BellarineAV shall at the Customer's expense deliver the goods to this address. If the nominated address is unattended or if delivery cannot otherwise be effected, or the goods cannot be despatched due to any act, matter or thing beyond the control of BellarineAV, BellarineAV in its sole discretion may store the goods at the Customer's risk and expense or take such other steps it considers appropriate.

5. WARRANTY

5.1 The goods shall be warranted by BellarineAV only to the extent that they are warranted by the manufacturer or supplier of them and BellarineAV is able to pass on the benefit of such warranty to the purchaser.

5.2 BellarineAV in no part acts as an agent of the supplier or manufacturer in respect to any warranty either implied or not and at no stage will conduct on site or in any other means repairs or evaluations on behalf of the supplier or manufacturer of any product supplied to the Customer.

5.3 Should any failure of any product or service supplied by BellarineAV occur, any cost related to labour and travel to evaluate the problem is to be borne by the Customer.

6. LIABILITY

6.1 BellarineAV shall not be liable for normal variations in tolerance, dimension, weight or quality of products.

6.2 Where goods are supplied to the Customer's specifications, the Customer indemnifies BellarineAV from any liability, loss or damage suffered by BellarineAV in respect of any claim that the goods infringe any patent, design or similar rights.

6.3 The Customer shall give written notice to BellarineAV of any claim ascertainable upon reasonable inspection of goods within fourteen (14) days after the receipt of goods.

6.4 Subject to those provisions of the Trade Practices Act, and any other rights implied by law, which cannot be excluded by agreement between parties:

(a) BellarineAV makes no warranties, either express or implied, as to merchantability, fitness for a particular purpose, or otherwise, with respect to the goods and services;

(b) in no event shall BellarineAV be liable to contract, tort (including negligence) or otherwise for any loss of prospective profits or production, wasted overheads or expenses or special, indirect or consequential damages, or for machine work labour charges, or for any expenses resulting from the use by the Customer of defective goods or services or the inability to use same;

(c) BellarineAV liability shall be limited at BellarineAV sole discretion to:
i. in the case of goods, the replacement or repair of goods as stated by the individual manufacturers or their agents warranty conditions, or
ii. in the case of services, the re-supply of the services.

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7. DRAWING, DOCUMENTATION AND INFORMATION

7.1 Any descriptive and shipping specifications, illustrations, drawings, data, dimensions and weights, either submitted by BellarineAV with a quotation or tender or otherwise provided by BellarineAV to the Customer, are illustrative and approximate only and do not form any part of any Agreement entered into between BellarineAV and the Customer unless expressly agreed in writing by BellarineAV.

7.2 Any drawings or other documents or other documents submitted and any information supplied by BellarineAV to the Customer remains the property of BellarineAV and constitutes confidential information of BellarineAV (to the extent it is not in the public domain) and the purchaser shall keep all such confidential information confidential and shall not use any such drawing, documents and information for any other purpose other than stipulated by BellarineAV nor provide the same to third parties.

8. FORCE MAJEURE

Should BellarineAV be delayed, hindered or otherwise prevented from complying with the terms of this Agreement by reason of events or circumstances beyond the reasonable control of BellarineAV including but not limited to Acts of God, wars, riots, strikes lockouts, trade disputes, or labour disturbances, breakdown of plant and machinery, accident, storm, fire flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of goods and services, then BellarineAV shall not be liable to the Customer for any loss or damage which may be suffered by the purchaser whether as a direct or indirect result of any such occurrences.

9. GOVERNING LAW

This Agreement shall be governed by the law of the Victoria in which the Customer's order is accepted by BellarineAV, the Customer irrevocably submits to the jurisdiction of the Courts of that State or Country.

Date: 28-01-2023