



## TERMS AND CONDITIONS OF SALE

### 1. Definitions

#### 1.1 In these Conditions of Sale:

1.1.1 "the Company" means Apollo Bearings and Power Transmission 2000 Pty Ltd;

1.1.2 "the Customer" means the person, firm or Company ordering or buying the goods from the Company;

1.1.3 "the Goods" means goods or services supplied by the Company to the Customer.

1.2. These conditions shall apply to and be incorporated into every agreement between the Company and the Customer under which the Company supplies goods or services at the request of the Customer.

1.3 No contract in respect of the Goods will arise between the Company and the Customer until the Customer's order has been accepted by the Company.

1.4 These conditions shall take precedence over any conditions set out in any communication or document of the Customer regardless of the date or time of such communication or document and shall not be varied without the express written consent of the Company.

1.5 Any quotation and contract between the Company and the Customer shall in all respects be governed by and construed in accordance with Australian law and the Courts of Australia shall have jurisdiction to hear all disputes arising in connection with the contract.

### 2. Price

2.1 Unless otherwise specifically stated, any prices quoted by the Company are in Australian currency and are inclusive of packaging but exclusive of Delivery and freight charges; and the Company shall charge extra in respect of such items.

2.2 Prices quoted are current at the time of quotation and are valid for 30, days there from. If delivery occurs outside the 30 day validity period of the quotation, the Company reserves the right to alter the price payable by the Customer according to the price ruling on the date of the dispatch.

### 3. Payment

3.1 Credit terms are subject to acceptance of this Credit Application and validation of trade references and are strictly 30 days net from date of invoice.

3.2 In the event that payment shall not have been made by such date the Company shall be entitled to recover interest on the amount outstanding calculated at 5% per annum above the current overdraft rate for the time being in force calculated on a daily basis.

3.3 The Customer will pay all collection costs including but not limited to legal expenses and debt collection commissions incurred in obtaining payment for any amounts owing to the Company in respect of the Goods.

3.4 The granting of any credit by the Company to the Customer shall be at the Company's absolute discretion and may be revoked at any time whereupon any and all amounts owing to the Company shall be paid immediately.

3.5 In consideration of the Company agreeing to and continuing to supply the Goods to the Customer, the Directors jointly and severally guarantee to the Company the payment of the amount due by the Customer for the Goods and any other monies or damages payable to the Company by the Customer pursuant to these Conditions including but not limited to the items listed under clause 2.1.

3.6 This Guarantee shall be a continuing Guarantee and shall not be affected or avoided in any way by any agreement or arrangement

made between the Customer and the Company at any time or other indulgence given by the Company to the Customer or any composition or arrangement with or release of the Customer or any one or more of the said Directors, or in the event that the Customer becomes bankrupt or insolvent. Any and all Directors who sign the credit application shall be bound even if any or all of the other Directors fail to do so or there are no other Directors. Any payment received which is subsequently found to be a preferential payment shall not be a payment for the purposes of this Guarantee.

### 4. Retention and Passing of Title

The risk in the Goods shall pass to the Customer on delivery but until the Company has received payment in full, the Goods shall remain the ownership and property of the Company and the Company has the right, without prejudice to the obligation of the Customer to pay the price to recover the Goods and for the purpose thereof the Company, or the Company's nominated agent, may enter upon any premises of or occupied by the Customer or third party with the consent of the third party.

### 5. Loss and Damage in Transit or Non Delivery

All risk in respect of the Goods during transit shall be assumed by the courier service(s) employed by the Company or the Customer. The Company shall not be held liable for any consequences of late delivery howsoever caused.

### 6. Frustration (Force Majeure)

If the Company is prevented at any time from performing any contractual obligation or if any loss, damage, injury or delay in delivery is occasioned by or due to any cause beyond the Company's control including but without prejudice to the generality of the foregoing, the commission of any criminal act, shortage of Goods, act of war, civil commotion, accident, industrial action, Act of God or any restriction imposed by any local municipal or government authority (including Customs Authorities) whether Australian or foreign, the Company shall be entitled forthwith to determine the contract and to be discharged from all liabilities whatsoever to the Customer and the Company shall not be liable for any such loss, damage, injury or delay as aforesaid.

### 7. Warranty and Limitation of Liability

7.1 All Goods supplied by the Company benefit from the warranty given by the manufacturer, if any and this benefit shall be passed on to the Customer accordingly.

7.2 The Company's liability in respect of the Goods shall be limited to the replacement of faulty Goods or the issue of a credit note in respect thereof or the granting of a refund or equivalent compensatory measure as the Company considers appropriate at its discretion.

7.3 Goods returned must be in the original packaging and in a clean resalable condition. The Company shall not be liable for loss of or damage sustained to Goods in transit from the Customer.

7.4 The Company shall not be liable in contract, tort or otherwise for any injury, damage or loss resulting from defects or from anything done or omitted in connection with the Goods or from any work done in connection therewith.

7.5 Whilst the Company makes every effort to ensure that all Goods sold are of merchantable quality, these products are sold on the understanding that the Company cannot be held responsible for any losses caused through the failure of these products to function mass the manufacturer intended, or their failure to be delivered within a reasonable time frame from placement of your order.