

## TERMS AND CONDITIONS OF SALE

### Sale of Goods

1. The "Seller" Excitech Australia Pty Ltd will sell, transfer and deliver to the "Buyer" the goods stipulated in the agreed provided tax invoice.

### PAYMENT TERMS

2. The Buyer will accept the goods and pay for the goods as per the terms stipulated on the provided tax invoice, paid as follows:

- a. 30% deposit on acceptance of invoice prior to goods being ordered from the manufacturer.
- b. Either; 70% finance approval, undated bank guarantee or full cash payment required prior to goods being shipped from the manufacturer to the Seller if the order is a custom build, Smart Factory or out of stock item. For goods that are already in stock with the Seller, 70% remaining payment is required prior to shipping to the Buyer.

3. Except as otherwise provided in this Agreement, the deposit is not refundable to the Buyer if this transaction is not completed.

### Delivery

4. The goods will be deemed received by the Buyer when delivered to the stipulated delivery address.

5. Unless otherwise stipulated, the purchase price includes delivery and installation. Risk of Loss

6. The risk of loss from any casualty to the goods, regardless of the cause, will be on the Seller until the goods have been received by the Buyer. The Buyer will provide, at its expense, insurance on the goods.

## **Warranties**

7. The Seller warrants that the Seller is the legal owner of the goods and has the right to sell the goods and warrants that the goods will be fit for purpose for which such goods are ordinarily intended.

8. The goods are sold with two (2) years manufacturer parts and labour warranty. All claims must be made within five (5) days of any issue arising.

## **Security Interest**

9. The Seller remains a security interest in the goods until paid in full. Buyers Responsibility

10. The Buyer confirms the installation location meets the requirements of the Seller. This includes installation location that is cleared of all obstructions and has adequate space for the machine, accessories and operator work space. The purchaser accepts that any costings arising from the installation location not being prepared, or being unsuitable for the installation will be charged to the Buyer.

## Installation

11. A vendor technician will install and train the Buyer in the goods operation. Estimated time frame will be discussed prior to delivery, but may take reasonably longer and will be discussed. Excuse for Delay or Failure to Perform

12. The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labour disputes, transportation shortage, delays in receipt of anything beyond the control of the Seller or its suppliers. If the Seller, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the goods at the time specified or within one month after the date of agreed delivery, then the Seller will have the right to terminate this Agreement by notice in writing to the Buyer, which notice will be accompanied by full refund of all sums paid by the Buyer pursuant to this Agreement. In all other cases, if the Seller fails to deliver the goods to the Buyer within the time and manner specified in this Agreement, the Buyer may provide written notice of the default to the Seller. If within seven (7) days of the notice being received, or within such other time period as agreed to by the parties, the default is not corrected, the Buyer may immediately terminate this Agreement.

## Installation Cancellation

13. The Seller reserves the right to cancel this Agreement if the Buyer fails to pay for any shipment when due; in the event of the Buyers insolvency or bankruptcy; or if the Seller deems that its prospect of payment is impaired.

Customer / Company

Purchasers Signature

Sellers Signature

Test Excitech

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