

Terms and Conditions of Sale

1. Definitions

"Seller" means Marine Systems Australia (ABN 54 102 350 765).

"Purchaser" means the person or entity placing the purchaser order.

2. Payment Terms

(a) payment is to be made within 30 days from the date of the monthly statement, unless otherwise shown on invoice; eg C.O.D.

3. Freight

(a) all orders are dispatched FOT Brisbane unless otherwise arranged with the seller.

4. Retention of Title

- (a) title to the goods shall not pass to the purchaser until payment in full of the purchase price. Until that time the purchaser holds them as the fiduciary agent and bailee of the seller;
- (b) The purchaser may re-sell but only as a fiduciary agent of the seller save that the purchaser has no right to bind the seller to any liability to any third party by contract or otherwise;
- (c) any re-sale is to be at arms length and on market terms and until re-sold or utilised in a manufacturing or construction process the goods are to be kept separate from the purchaser's own property and properly stored, protected and insured;
- (d) the purchaser will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such goods in trust for the seller and will keep such proceeds in a separate account until the liability to the seller has been discharged;
- (e) the seller may appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by the purchaser to the contrary;
- (f) in the event that the purchaser uses the goods in some manufacturing or construction process of its own or some third party then it shall hold such part of the proceeds as relates to the goods in trust for the seller, and such part shall be deemed to equal in dollar terms the amount owing by the purchaser to the seller at the time of receipt of such proceeds.

5. Liability

- (a) except as for provided herein:
 - (i) all terms, conditions, warranties, undertakings, inducements or representations whether expressed, implied, statutory or otherwise relating in any way to the goods which are not expressly stated in this agreement are expressly excluded;
 - (ii) the seller shall not be liable for any breach of this agreement, or in connection with this agreement. The seller shall not be under any liability to the purchaser in respect of any loss or damage (including consequential loss or damage how so ever caused (whether by the seller's negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the goods or this agreement;
- (b) where any act of parliament implies into this agreement any terms, conditions or warranty and that act avoids or prohibits provisions in any contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in this agreement. The seller's liability for any breach of such term, condition or warranty shall be limited, however, at its option, to any one or more of the following –
 - If the breach relates to goods –
 - (i) the replacement of the goods with the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired;
 - the breach relates to services –
 - (1) the supplying of the services again; or
 - (2) the payment of the cost of having the services supplied again.

6. Return of Goods

- (a) goods may be returned only with prior notice and evidence of purchase from the seller;
- (b) when goods are returned otherwise then reason of a defect or fault then a handling fee will be charged;
- (c) goods manufactured specially to the order of the customer (including cut lengths of hose) cannot be returned;
- (d) save for defective or faulty goods the cost of return is to be paid by the purchaser at the time of dispatch back to the seller.

7. GST

All prices are exclusive of GST.