



TERMS & CONDITIONS

1. RESERVATION OF TITLE

McDowall Engineering retains the title, property and ownership in all goods ordered, delivered or agreed to be sold until such time as the purchase price for such goods has been paid in full. The risk in any goods supplied by McDowall Engineering to the customer shall pass when goods are delivered to the customer or into the custody of another party on the customer's behalf. McDowall Engineering shall have, without prejudice to any other rights or remedies it may have, irrevocable right and licence to enter upon any premises occupied by the customer to recover and retake possession of any goods which are the property of McDowall Engineering and which are believed by McDowall Engineering to be on the premises.

2. PAYMENT TERMS

Goods will only be dispatched if:

- (a) Private Cheque has been cleared by bank; or
- (b) Company or Bank Cheque received; or
- (c) Funds have been transferred directly into McDowall Engineering's bank account; or
- (d) Credit account has been approved and the account is maintained within the trading terms of 30 Days.

3. GOODS & SERVICE TAX

McDowall Engineering is registered for G.S.T with (A.B.N) 40 155 956 120. All G.S.T on goods and services supplied to McDowall Engineering is payable by the customer.

4. PRICES

Prices as outlined on quotations are current at date of quotation and for the nominated validity period on same, however prices are subject to change without notification and all prices on quotations should be confirmed at time of placement of purchase order.

Prices as outlined on price lists are current at date of price list publication, however prices are subject to change without notification and all prices on price lists should be confirmed at time of placement of purchase order.

5. DELIVERY

- (a) Unless otherwise stated on McDowall Engineering's quotation or on a delivery docket, the place for delivery of the goods shall be at McDowall Engineering's premises.
- (b) In the event that the customer requires delivery of the goods to the location nominated by the customer, the cost of delivery shall be paid by the customer and shall be charged at the rate expressed in the McDowall Engineering's written quotation, or if there is no rate expressed or no quotation, then at such rates as McDowall Engineering in its discretion may determine.
- (c) It shall be the customer's responsibility to be in attendance at the site and at the time arranged for delivery and to make available a suitable area at which to off-load the goods. In the event that the customer or his agent is not in attendance at the site and at the time arranged for delivery, or in the event that there is not suitable area to off-load the goods McDowall Engineering reserves the right to:
 - (1) Off load the goods at the nearest point suitable to off load the goods, in which such case McDowall Engineering shall not be responsible for any loss or damage to the goods arising there from or
 - (2) Return the goods to McDowall Engineering's premises in which such case the customer shall pay the additional cost of the attempted delivery and the rates charged to or by McDowall Engineering.

6. RETURNS/CLAIMS

No exchanges or refunds will be given after 14 days has elapsed from receipt of goods by the customer. Prior authorisation must be obtained before returning any goods. All returns must be accompanied by the original delivery docket or invoice number along with a reason for return. No request for credit will be processed unless this documentation is received. Freight must be prepaid on all returns unless they are goods supplied incorrectly or are faulty. In such cases McDowall Engineering's nominated carrier is to be used. We will not accept responsibility for freight costs incurred either by returns sent without authorisation or goods not returned by our specified carrier. A handling charge of 15% will apply to all returns except of course if they are goods supplied incorrectly or prior authorised warranty claims.

7. LIMITATION OF LIABILITY

Except as provided below, all express and implied warranties and conditions under statute law as to description, quality, suitability, or fitness of any goods for any purpose or as to design, assembly, installation, materials or otherwise are hereby expressly excluded. McDowall Engineering shall not be liable for physical or financial injury, loss or damage of any kind arising out of the supply, installation or operation of any goods or arising out of contract or negligence or in any way whatsoever.

McDowall Engineering's liability for trade and non consumer sales for a breach of condition or warranty implied by Part V division 2 of the Competition and Consumer Act 2010 (other than Section 69) is limited to any one or more of the following:

- (i) The replacement of the goods or the supply of equivalent goods;
- (ii) The repair of the goods only;
- (iii) The payment of the cost of replacing the goods or acquiring equivalent goods;
- (iv) The payment or the cost of having the goods repaired.

Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify any condition, warranty, guarantee, right or remedy implied by the law (including the Trade practices ACT 1974) and which by law cannot be excluded, restricted or modified.

8. COPYRIGHT

Any Drawings/Price Lists/Details/Information accompanying a quotation or price lists provided is the intellectual property of McDowall Engineering and/or its Associates and must be returned on demand. It is issued on the strict condition that except with our written permission, it must not be reproduced, copied or communicated to any third party, nor be used for any purpose other than that stated in the particular enquiry, order or contract with which it is issued. The reservation of copyright in this document extends from each date appearing thereon and in respect of the subject matter as it appeared at the relevant date.

9. DISCLAIMER

Every reasonable effort has been made to ensure the accuracy of the information contained in this quotation/price list at the time of printing. As part of our ongoing commitment to our customers and the development of our products, we reserve the right to change design/specification and/or prices without prior notice. We cannot accept responsibility for product specification errors or omissions.