

# **EC-W-002**Terms & Conditions of Sale

# **Terms & Conditions of Sale**

#### 1. Validity of this Estimate

The Estimate shall remain valid for a period of 7 days from the date of offer unless otherwise stated.

#### 2. Entire Agreement

This Estimate constitutes the entire agreement unless a new contract is separately concluded between the parties, notwithstanding anything to the contrary contained in any brochure, report, previous correspondence. The Buyer acknowledges that it has not been induced to enter into this Contract by any representation verbal or otherwise by or on behalf of the Seller.

#### 3. Payment

Standard payment terms are 50% upon Purchase Order to commence fabrication, and 50% upon Factory Acceptance Testing prior to dispatch to site unless explicitly agreed in advance.

#### 4. Delivery & Insurance

If delivery is included in our estimate, we accept responsibility for loading at our factory and transport with insurance to the agreed address. Unless explicitly agreed in advance, the Buyer will need to unload the equipment and assume liability for insurance the moment it leaves our vehicle. If no delivery is included in our estimate, we accept no responsibility.

### 5. Goods and Services Tax (GST)

It is agreed that if the Estimate sum contains GST the Buyer must determine and pay to the Seller the amount of GST required to the Commissioner of Taxation as required by law.

#### 6. Force Majeure

Neither Party can claim any compensation from the other Party on account of Force Majeure Event. Force Majeure shall comprise of any circumstances caused beyond the control of either parties.

#### 7. Dispute Resolution

In the event of a dispute or difference in respect of any matter or thing arising out of or in connection with the Estimate, no party shall commence any proceedings in or make any application to any Court or tribunal until Management of each of the parties have discussed the dispute in an attempt to resolve the matter.

## 8. Governing Law

Any dispute or difference under this Contract must be governed in all respects by the laws of the State of Queensland

Terms & Conditions of Sale by;

Alexander Winter

AWinter

Director

Enviroconcepts International Pty Ltd

info@enviroconcept.com.au

1300 661 130