

# Terms of Use

In these standard trading conditions we, us and similar expressions, refer to [partequiposexpress.com](http://partequiposexpress.com) & [partsequipmentsolutions.com](http://partsequipmentsolutions.com) and you, your and similar expressions, refer to you, our customer or proposed customer. These conditions apply to all supplies of goods and services by us to you, unless otherwise clearly agreed in writing signed by us and you.

## **Quotations**

1. Any quotation is merely an invitation to you to place an order with us. We issue quotations based on information supplied by you to us. If the information you supply is not correct, you may order goods which conform to our specifications but are not suitable for your purpose (see clause 24)
2. If you offer to purchase goods based on a quotation from us, then your offer is subject to these conditions.

## **Not obligated to accept orders**

3. We are not obligated to accept any order from you. If you place an order with us then it becomes binding from the moment that we accept it even if we do not tell you that it has been accepted.

## **Our order conditions overrule any order form**

4. These conditions apply and prevail even if they are inconsistent with anything said or implied in any earlier or later order form or similar document

## **Non-cancellation of orders and non-return of goods**

5. No returns or cancellations will be accepted without prior written agreement from us, which we may provide or withhold in our discretion (including imposing conditions); and
  - (a) Once you give us an order and we accept it, you may cancel the order or return the goods buy the way of cancellation only upon payment of our re-stocking charge, which varies from time to time, plus freight and insurance costs for the return of the goods
  - (b) As at the date this clause 5 was printed, our restocking charge varies as follows: (i) if you ask to cancel an order, and you return the goods to us in accordance with these conditions less 14 days after the delivery of the goods by us, the charge is nil; (ii) where the goods are returned in accordance with these

conditions between 14 and 28 days after delivery, the charge is 10% of the sale price of the goods or services ordered; and (iii) we do not accept any returns more than 28 days after delivery; and

(c) You acknowledge that; (i) our re-stocking charge under this clause 5 is reasonable; (ii) the specified represents a reasonable and genuine pre-estimate of our expenses and loss resulting from your cancelled order; (iii) we may offer our restocking charges without notice to you; and (iv) you must be advised of our current re-stocking charges by contacting us from time to time.

6. We cannot consider any request to cancel an order unless you return the goods to us with the original invoice number. If we initially agree to accept delivery of any returned goods, you acknowledge that is to inspect the goods to see if they are in good working order and condition and to ensure it is commercially realistic for us to re-sell the goods, and this does not mean we are bound to agree with the requested cancellation.

7. Goods supplied to special order are not returnable.

8. We do not accept cancellation of any order for, or return of any used parts.

9. Core deposits paid to us are refundable only if the return goods are complete and in our reasonable opinion able to be reconditioned in a commercially realistic and safe fashion.

### **Risk and title**

10. We remain the owner of all goods supplied under a particular order until you have paid the full price for those goods plus associated charges.

11. Until you become the owner of goods-

(a) You hold them as agent and bailed for us and you owe a fiduciary duty to us in respect of them;

(b) You must if required by us store them on your premises separately from your own goods or goods of any other person and in a manner which makes them readily identifiable as our goods;

(c) We may terminate your right to resell them forthwith on written notice of termination being delivered to your place of business;

(d) We may retake possession, if (i) you default in paying any part of the price or associated charges for them; or (ii) you become or resolve to become subject to any form of insolvency administration.

12. We may for the purpose of recovery of our goods enter by our employees or agents on any premises where the goods are stored or where they are reasonably

thought to be stored and may repossess them. This permission is irrevocable and you agree that our employees or agents so entering are not trespassing.

13. Stock you hold which meets the description of the stock on an invoice for which payment has not been made is in the absence of separate storage of goods and in the absence of evidence to the contrary treated as stock to which we have retained title. We may exercise our remedies under these provisions against that stock.

14. The debt you owe to us at the date of repossession of stock is, as between the parties, taken to include any payment we have previously received which might be claimed void under any law relating to bankruptcy, liquidation or the protection of creditors. This is so whether or not a claim has been made.

15. You accept the risk of damage or loss of goods we supply to you, from the time the goods are dispatched from our premises.

### **Sales by specification**

16. You must ensure that the goods we supply are suitable for the purposes before using the goods for those purposes. Except to the extent expressly specified by us in writing, we sell goods by specification and you decide for what purpose to use or re-supply the goods. To the extent that we expressly specify in writing a purpose for which our products are suitable, we sell our products for use only as specified for that purpose. We are not liable for any loss or damage caused by persons seeking to fit unsuitable goods.

### **Variations in specifications**

17. We reserve the right to vary the specification or performance criteria of any product from time to time and to obtain products from different sources, at our absolute discretion. We may do that without telling you provided we have reasonable grounds for believing that the alternate product offered is substantially similar to that previously offered or represents an improvement.

### **Warranties**

18. If we are the manufacturer (or importer into Australia) of a product, then subject to the balance of these conditions (including clauses 36, 37 and 38), we provide warranty conditions with the product and if the product is not accompanied with its own provisions then these conditions only apply.

19. We warrant new parts to be free from defects in material or workmanship for twelve months from date of supply unless the manufacturer's warranty applies for an equivalent or greater period in which case that warranty will apply to the exclusion of this warranty.

20. All products come with manufacturer's warranty only, and are supplied by us 'as is'.

21. The manufacturer's warranty may not cover any damage caused by the use of other than the same manufacturer's parts and consumables, and/or installation or service/maintenance by other than suppliers of those services approved by that manufacturer or its authorized representatives or other qualified personnel.

22. We are not liable in any way for damage due to normal wear and tear.

23 Subject to local legislation, in which case we provide the minimum required warranty, we do not warrant that used or reconditioned parts or products are free from any defects in material or workmanship.

24. To make a warranty claim you must return the goods freight prepaid to our premises for our inspection and, if approved, processing under warranty.

25. We reserve the right to vary our warranties in respect of goods or services referred to in particular invoice by stating the varied provisions in the invoice.

26. These warranties are for your benefit only, and may not be transferred.

### **Exclusion of implied conditions**

27. The law implies various conditions and warranties which might apply to us supplying goods or services to you. We exclude all of those conditions and warranties to the fullest extent permitted by law.

### **Trade Practices Act - limits**

28. Provisions of the trade practices Act and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any of those provisions apply, then to the extent permitted our liability under those provisions is limited as set out below. Our liability in relation to goods we supply is limited as set out below.

(a) Replacement of the goods or the supply of equivalent goods;

(b) Repair of the goods;

(c) Payment of the cost of replacing the goods or of acquiring equivalent goods; or payment of the cost of having the goods repaired.

Our liability in relation to services we supply is limited at our option to;

(a) The supplying of the services against; or

(b) The payment of the cost of having the services supplied again.

### **Other Damages claims excluded**

29. We are not liable for any damage for any damage for breach of contract, negligence, or otherwise except as stated. In these conditions "damage" includes direct and indirect or consequential costs, losses, expenses, lost profits, lost savings and claims made by any third party.

**Unexpected delay**

30. We are not responsible for delay caused by something outside our reasonable control which makes performance in the usual way impractical.

**Estimated delivery times**

31. Delivery times are estimated only and we are not liable for delays in delivery.

**Certificate of debt**

32. Statements of account we send in the ordinary course of business are prima facie evidence of the amounts you owe us. You are bound by any certificate signed by our director or solicitors which shows any amount or calculation relevant to what you owe us, except where there is an error obvious on the face of the certificate.

**Variation of these conditions**

33. These conditions can only be varied by one of our authorized officers signing a document which states the variation, and the transaction to which the variation applies.

**Applicable law**

34. Any agreement containing these conditions is deemed to be an agreement made in governed by the law of China.