



Complete Product Support

Jack's Hydraulic Services Terms and Conditions of Sale

1.0 Agreement

- 1.1 Unless expressly agreed in writing, all goods and services provided are upon the following terms and conditions to the exclusion of any terms and conditions of the Customer and no agent or representative of Kempe Engineering Pty Ltd ABN 23 118 446 110 trading as Jack's Hydraulic Services ("the company") has any authority to vary or omit part or all of these conditions.
- 1.2 The terms and conditions of this agreement shall be deemed to be fully accepted and understood by the Customer at the time of placing an order for the supply of goods and services with the Company.

2.0 Warranties

- 2.1 Certain laws imply terms, conditions and warranties ("Prescribed Terms") into contracts for the supply of goods and prohibit the exclusion, restriction or modification of such terms, conditions and warranties. The liability of Jack's Hydraulic Services in respect of a breach of a prescribed term is limited at the option of Jack's Hydraulic Services to the replacement of the goods or the payment of the cost of replacing the goods or refund of the purchase price paid by the customer. Any claims to be made against Jack's Hydraulic Services for short delivery, damage to goods or any dissatisfaction for goods and services provided must be lodged with the company in writing within 7 days of the delivery date.
- 2.2
- 2.3 (i) Jack's Hydraulic Services warrant that for a period of three months from the date of delivery, the goods shall be free from defects in material and workmanship under normal use and service. This warranty does not apply to wear and tear or damage resulting from abnormal use, misuse, abuse, accident or improper application.
(ii) This warranty is only applicable to new goods or goods that have not been previously used.
(iii) In the event of works and services provided by the company, warranty of such works is for three months from completion of such works.
- 2.4 Jack's Hydraulic Services will not be held responsible for any repair or replacement of equipment by other parties without prior written authorisation from Jack's Hydraulic Services.
- 2.5 **LIMITATION OF LIABILITY:** to the extent provided above, Jack's Hydraulic Services will not be liable for any loss or consequential economic loss or damage arising from or damage consequential or otherwise in any way connected with this agreement for the goods and services provided, whether alleged to arise from breach of contract, express or implied warranty or negligence or in tort.

3.0 Delivery and Quotation

- 3.1 All quotations are open for acceptance within a period of 30 days from the date of the quotation and prior to acceptance by the Customer the Company may withdraw, vary or extend the quotation at any time.
- 3.2 Delivery dates and times are estimates only. Jack's Hydraulic Services will not be liable for delivery beyond these date and times.
- 3.3 If Jack's Hydraulic Services is prevented in whatsoever way both directly and indirectly from making delivery of the goods either in part or in full, Jack's Hydraulic Services shall not be liable to the Customer and the Company shall be entitled at its option either to cancel the order or to extend the time of its performance.
- 3.4 Jack's Hydraulic Services shall be entitled to make deliveries by installments and determine the route and manner of delivery of the goods and services.

4.0 Passing of Property Risk and Insurance

- 4.1 The parties agree that the property in and title to the goods and services shall pass to the Customer when the goods and services have been paid for in full, until which time they shall remain the property of Jack's Hydraulic Services.
- 4.2 The Customer agrees that, prior to payment in full, it shall not revoke any marks identifying the goods and services as the property of Jack's Hydraulic Services.
- 4.3 In following events Jack's Hydraulic Services may but without limiting any other rights or remedies available to Jack's Hydraulic Services at law, in equity or by statute, seize, repossess and resell the goods and services at its discretion and for such purpose Jack's Hydraulic Services may enter any premises in or upon which Jack's Hydraulic Services reasonably believes from time to time the goods to be located:
(i) if Jack's Hydraulic Services in its opinion and at its discretion believes that the Customer is unable to pay for the goods and services provided; or
(ii) if the Customer fails to pay for the goods and services in accordance with the terms of this Contract; or
(iii) if the Customer fails to comply with any of its obligations under this Contract.





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- 4.4 The Customer hereby acknowledges the right of Jack's Hydraulic Services to enter at any time on to any premises where goods which have not been paid for in full are held, and the Customer further acknowledges the right of Jack's Hydraulic Services to remove such goods and services upon the happening of any one of combination or the events stipulated in subparagraph 4.3.
- 4.5 And the Customer further acknowledges that the Customer shall not in any manner whatsoever obstruct Jack's Hydraulic Services from removal of such goods and in the event of such goods being in care, custody and control of any third person/party then the said customer shall assist and procure the company to recover and remove such goods.
- 4.6 Irrespective of whether the property in the goods and services has passed to the Customer, the goods and services shall be at the Customer's risk from the earliest to occur of the following events:
- (i) the passing of property to the Customer in accordance with this clause; or
 - (ii) the physical delivery of the goods and service or any of them to the Customer; or
 - (iii) the goods leaving the store of Jack's Hydraulic Services.
- 4.7 Jack's Hydraulic Services is under no obligation to insure the goods unless otherwise stipulated by Jack's Hydraulic Services.

5.0 Goods and Services Tax

- 5.1 Goods and Services Tax (GST) will be shown separately in the account for the sale of the Goods and the provision for services. The amount of GST in relation to the supply of the Goods and Services is payable by the customer. No allowance will be made for input tax, credit or similar credits available to Jack's Hydraulic Services. The Customer indemnifies Jack's Hydraulic Services in respect of GST paid and payable by Jack's Hydraulic Services in relation to the supply of the product and the service.

6.0 Terms of Credit & Return of Goods

- 6.1 The Customer authorises Jack's Hydraulic Services to obtain from any credit reporting agency or similar organisation, information as permitted by law for the purpose of assessing the credit and financial viability of the customer.
- 6.2 If the customer is a company then the directors, shareholders, or trustees of the Customer agree to personally guarantee the payment of any outstanding accounts. The assets of the Customer shall be available for realisation to meet the payment of accounts.
- 6.3 If the Customer defaults in complying with any of these terms and conditions then Jack's Hydraulic Services shall have the right to terminate credit facilities without any notice to the Customer. In this instance the payment of all goods and services provide by Jack's Hydraulic Services shall become due and payable immediately.
- 6.4 Written approval must be sought from Jack's Hydraulic Services by the Customer prior to the shipment and return of any goods sold by the Company.
- 6.5 Jack's Hydraulic Services may at its sole discretion charge an administrative and handling fee for the return of any goods.
- 6.6 All goods must be returned in original condition and packaging as at the date of delivery.
- 6.7 Any goods returned will only be considered for credit within 30 days from the date of delivery.
- 6.8 Any item representing non-standard products are goods that are specifically made, designed, modified or purchased on behalf of the customer.

7.0 Laws and Jurisdiction

- 7.1 The agreement for the supply of goods and service by Jack's Hydraulic Services to the Customer shall be governed and construed according to the laws of Queensland and or Commonwealth of Australia. Jack's Hydraulic Services and Customer agree to consent and submit to the jurisdiction of the Courts of Queensland held in Brisbane.
- 7.2 Any conditions found to be void, unenforceable or illegal may to that extent be severed from this agreement.

8.0 Definitions

- 8.1 Customer means any legal entity incorporated or unincorporated, company, proprietorship, individual, partnership, principal, soletrader, association, club, society, trust, joint venture and or any other person or entity duly conforming to terms and conditions herein above.
- 8.2 Date of Sale/Purchase means when payment is made in full with no financial obligations.
- 8.3 Date of Delivery means at the beginning of journey for taking of goods to the destination as agreed by parties or receipt of goods at the point of cash sale.

