

# TEMPERATURE CONTROLS PTY LTD

ACN: 075 298 592 ABN: 76 075 298 592

7 YAMMA STREET

SEFTON, NSW 2162 AUSTRALIA

PH: (02) 9721 8644 FAX: (02) 9738 9339 EMAIL: [sales@temperature.com.au](mailto:sales@temperature.com.au)



**THERMOCOUPLES \* RTD SENSORS \* THERMOWELLS \* EXTENSION CABLES \* LEVEL SWITCHES**

1203

CONDITIONS OF SALE

Date: 13 December 2006

## 1. GENERAL

These conditions of sale apply to the sale of items included in the current Issue of the Company's price list, where a quotation is made, they shall form part of the quotation.  
No variation or cancellation of any of these Conditions of sale shall be binding on the company unless assented to in writing.

## 2. PRICES

- (a) All prices are subject to change without notice and all prices are strictly net trade unless where otherwise stated.
- (b) All prices shown in published catalogues or price lists are recommend selling prices only and there is no obligation on the part of any seller to maintain the same prices.
- (c) The quotation includes only such goods as are specified therein. Goods offered ex stock are subject to prior sale and delivery time is quoted without engagement.
- (d) All prices published in price lists and our catalogues are GST exclusive and all prices quoted verbally via phone contact are GST exclusive.

## 3. GOODS AND SERVICES TAX G.S.T

Goods & Services Tax shall apply to all tax invoices at the percentage rate nominated by Government Legislation.

## 4. TERMS OF PAYMENT

Net cash 30 days unless otherwise stated in writing.  
Should the purchase delay in respect of any payment due to the Company then the Company in addition to all other rights to which he is entitled at law to charge interest on the overdue amount at such a rate as shall be charged to the Company by his bankers For overdraft accommodation and calculated from the date of the invoice to the actual date or full and final payment. Payment will be credited first against interest accrued.

## 5. RETENTIONS

Under no circumstances do our quotations allow for retention of part of any payment for equipment or services, unless agreed to in writing at time of quotation

## 6. EXCHANGE RATE

Quotations may be based on currency exchange rates ruling at the time of quotation and any variation in the exchange rate from the date of quotation to the time of delivery of equipment will be applied to the customers account.

## 7. PLATINUM PRICE VARIATIONS

Quotations may be based on the current spot price of Platinum and Rhodium metals at the time of quotation and any variation in the price of metals from the date of quotation to the time of delivery of equipment will be applied to the customers account.

## 8. IMPROVEMENT IN SPECIFICATION

As part of our quality assurance program Temperature Controls Pty Ltd. have a policy of continuous improvement, Temperature Controls Pty Ltd reserve the right to make changes without notice in materials, dimensions or design we think reasonable or desirable without affecting the validity of any contract.

## 9. PRIVACY

The information collected on the application for credit account form is for the sole use of Temperature Controls Pty Ltd, It shall be retained for use by management and accounts. All use of personal information will be in accordance with the company privacy policy.

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## 10. COPYRIGHT

Temperature Control Pty Ltd. own full copyright in respect to its website content and any printed material (including PDF documents) and its reproduction in whole or part is prohibited without the companies prior written approval

## 11. DELIVERY

The delivery period quoted commences from the date the Company receives sufficient information to proceed with the supply or from the date the Company received the Purchaser's written order, whichever is the later date quoted. Delivery dates are subject to confirmation when placing the order. The Company shall not in any event be liable to the purchaser for any loss of profits or any other consequential loss or damage caused to the purchaser by any delay in delivery or any non-delivery of the goods or any part of them.

## 12. CREDITS

Standard products as listed in the Company's published Price Lists may be credited if returned to the company within fourteen (14) days of date of delivery free into the Company's store in the original packing where applicable in an, unsoiled, undamaged and resalable condition accompanied by a delivery docket stating the company's original invoice number, date of purchase, and reason for return.

No goods will be accepted for credit after fourteen (14) days unless prior arrangement has been made and goods will be accepted after thirty (30) days only with a charge of 20% of the value of the invoice. The company reserves the right to refuse credit for any goods returned if the claim is considered unjustified after inspection. Equipment made to special order cannot be credited.

## 13. CANCELLATION OR VARIATION

A contract may, at the Company's option, be terminated in the event of insolvency of the purchaser or execution being levied against any of the goods of the purchaser or of the purchaser being placed in liquidation whether voluntarily or otherwise.

An order may be varied only if such variation is accepted by the company in writing and any variation or cancellation by the purchaser. (whether or not it has been agreed to by the company) may only occur on terms which will provide for the Company to be indemnified by the purchaser against any loss or damage.

The company shall not be deemed to have to comply with any specifications and drawings referred to in any order unless such specifications and drawings have been produced to the Company prior to the delivery of goods and signed by the company.

## 14. DAMAGE OR LOSS IN TRANSIT

Where carriage is the responsibility of the Company, it will repair or at its option replace free or charge contract goods lost or damaged in transit to the contractual point of delivery provided it is given written notice of such loss or damage within three (3) days of delivery or expected delivery, or within such times as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit.

## 15. WARRANTY

If within twelve (12) months from date of delivery, any defect is discovered in any apparatus manufactured by our principles in respect of material or workmanship, and reasonably within their control, we undertake to make good the defect at our own expense, provided that the notice is given to us as soon as it is discovered and that the apparatus is, if required by us, immediately forwarded to this address, carriage paid and with seals unbroken. Our responsibility is in all cases limited to the cost of making good the defect in the apparatus itself.

## 16. CERTIFICATION

Mill extract material and suppliers certificates of conformity are available no charge on all manufactured items if requested when placing an order.  
If not requested and are required at a later date a charge of \$25.00 net will apply per item.