

TERMS AND CONDITIONS

1. Our offer to you and our contract with you is contained in these Terms and the Sales Quotation ("**Quote**") we issued to you. Your rights and remedies, and our duties and liabilities, are as stated in these Terms and our Quote. All other terms, conditions or warranties implied by law are excluded.
2. Our Quote describes the goods or services we will supply, and the price, quantity and other specific delivery terms for you.
3. We warrant to you that we have the right to sell goods to you, and that the goods and services will correspond with the description in our Quote and be of merchantable quality. The goods are not sold by sample and no other warranty or condition applies as to the quality or fitness for any particular purpose of the goods or services.
4. Unless the Quote says otherwise, you will take possession of the goods at our place of business. If the Quote says we will deliver the goods to you, we will do so at the place and by the time stated in the Quote, subject to any delay beyond our reasonable control (or when we give you at least two days prior written notice of a revised time).
5. You will take delivery of the goods when tendered, or pay a reasonable fee for the cost of storing or redelivering the goods. We can deliver the goods by instalments. If the quantity of the goods delivered is not more than 10% greater, or not less than 10% less, than that stated in our Quote, you will take delivery and the price will be adjusted pro rata to the difference.
6. You may examine the goods for defects after delivery or possession. A defect is a failure of the goods to comply with the quantities or description in the Quote, or an item which is not of merchantable quality. You agree that a reasonable time to examine the goods is within three days after taking possession or delivery. If you retain the goods after then without notifying us of any defect, you accept them.
7. Risk in the goods passes to you on the earlier of delivery, possession, title passing or the goods leaving our place of business.
8. The price is payable (without any set off or deduction) within seven days after the date of invoice. Time is of the essence for payment of the price. The price excludes all taxes and duties unless our Quote says otherwise. If you pay by credit card, a surcharge of up to 1.5% of the price may be imposed. We reserve the right of disposal of the goods until the price has been paid. This right is not lost by part delivery.
9. Property in the goods passes to you on payment of the price. You acknowledge that our contract creates a security interest over the goods for the purposes of the Personal Property Security Act 2009. You must not encumber or grant any security interest in the goods or seek to sell the goods until the price has been paid. You must do all things necessary to enable us to perfect our security interest in the goods.
10. If you do not pay the price when due, become insolvent or otherwise breach our contract in a material way, we can:
 - (a) retain possession of all or any of the goods or services;
 - (b) stop delivery of all or any of the goods or services;
 - (c) resell all or part of the goods or services; and
 - (d) recover the loss caused by your breach plus interest at the applicable court penalty interest rate, accruing from the earlier of the due date for payment and the date of the breach; and/or
 - (e) terminate our contract.
11. Our liability to you (however it arises) in connection with this contract is capped at the price. Despite anything to the contrary, we are not liable to you for loss of revenue, profit, business, goodwill, other contracts, production or use, or for your liability to third parties for pure economic loss.
12. Our promises to you are warranties. If we breach them, your exclusive remedies are (subject to clause 11), to recover the loss directly and naturally resulting, in the ordinary course of events, from our breach, capped at:
 - (a) in the case of delayed or non-delivery, the lesser of 10% of the price, and the difference between the price and the market or current price of the goods at the time when they should have been delivered to you; and
 - (b) in all other cases, the lesser of:
 - (i) the difference between the value of the goods at the time of delivery to you, and the value which they would have had if they had complied with the contract; and
 - (ii) the cost of resupplying or repairing the goods or services, or equivalent goods or services.
13. Instead of incurring such a liability, we may elect to resupply the goods or services to you.
14. If we have designed, drawn or written specifications, drawings or other documents for you, all intellectual property rights of any kind in those documents remain our property. All intellectual property rights of any kind in the goods or services remain our property.
15. We can cancel the contract at any time for any reason by written notice to you. We are not liable for any loss or cost you incur. We will repay to you any price paid in advance of delivery of any goods or services.
16. Our rights and remedies under our contract are in addition to our rights and remedies provided by law.
17. If the place of possession or delivery is in Australia, the law governing this contract is that place. Otherwise, the governing law is the law of Queensland.

IMS P
Rev No.1
30/09/2015

642 Old Gympie Road
Narangba QLD 4504

+61 7 3888 6655 
+61 7 3888 6588 

11. Our liability to you (however it arises) in connection with this contract is capped at the price. Despite anything to the