

PT Hydraulics Australia Pty Ltd
Terms & Conditions of Quotation & Sale (Effective from 1/7/2009)

1. **DEFINITIONS:** “**PTHA**” means P.T Hydraulics Australia Pty. Ltd as trustee of the P.T Hydraulics Trust ABN 86 239 922 730. “**Buyer**” means the person placing an order with PTHA. “**Goods**” means the goods, work materials or services specified in the order accepted by PTHA. “**Conditions**” means these terms and conditions together with any terms and conditions in the PTHA quotation. “**Order**” means a numbered order issued by the buyer. “**Lifetime Warranty**” means the Power Team Tools Lifetime Marathon™ Warranty (see catalogue or PTHA website for details). “**TPA**” means the *Trade Practices Act 1974* (Cth).
2. **PRICE:** Prices quoted are based on costs of production current at the date of quotation. For imported goods, prices quoted include freight, insurance, customs duties and other costs of importation to our warehouse as at the date of quotation. If any of those costs increase prior to delivery, PTHA may change the prices.
3. **GST:** PTHA’s prices are subject to the addition of any tax including a goods and services tax levied directly on a supply.
4. **PAYMENT:** The buyer must pay the price for the goods on the day which is 30 days from the date of PTHA’s invoice. PTHA may charge interest at the rate 2% higher than the rate for the time being under the Penalty Interest Rates Act (Vic) on any amount not paid when due.
5. **TITLE:** Title in the goods does not pass to the buyer until the buyer pays for the goods. Until title passes the buyer holds the goods as bailee for PTHA. If payment is not made as required the Buyer grants PTHA a license to enter the premises where the goods are located and take possession of the goods.
6. **RISK:** Risk in the goods passes when the goods are delivered to the buyer or made available for collection by the buyer.
7. **DELIVERY:** Unless stated in our quotation as available ex stock, delivery is normally ex factory overseas by economy freight and is made 8-12 weeks from acceptance of order. PTHA will use its best endeavours to deliver the goods on the date specified, but does not accept any responsibility for late delivery. Any loss or damage after delivery is the buyer’s responsibility.
8. **FREIGHT CHARGES:** Unless otherwise stated on PTHA’s quotation or as stated in this clause, prices include delivery by PTHA’s nominated carrier to buyer’s address in the Melbourne, Sydney, Brisbane, Adelaide, Perth and Hobart Metropolitan areas for orders in excess of \$330 (inclusive of GST). However, requested airbags up to 5kg, orders under \$330 (inclusive of GST) and delivery to 3rd parties will incur an additional freight charge of \$22.00 each (inclusive of GST). All other orders will be subject to additional freight charges.
9. **EXCLUSIONS AND LIMITATIONS OF LIABILITY:**
 - 9.1 PTHA makes no express warranties under these terms and conditions except for the Lifetime Warranty.
 - 9.2 PTHA does not exclude or limit the application of any provision of any statute or international convention (including the TPA), if to do so would contravene that statute or convention or cause any part of these conditions or the Lifetime Warranty to be void.
 - 9.3 Subject to clause 9.2 PTHA excludes:
 - (a) all conditions, warranties and terms implied by statute, general law, international convention or custom,
 - (b) all liability to the buyer in contract for consequential or indirect damages arising out of or in connection with these conditions even if:
 - (1) PTHA knew they were possible; or
 - (2) they were otherwise foreseeable,including without limitation lost profits and damage suffered as a result of claims by any third person, such as customer of the buyer; and
 - (c) all liability to buyer in negligence or other non-contractual cause of action for acts or omissions of PTHA, its employees, agents and contractors arising out of or in connection with these conditions.
 - 9.4 PTHA’s liability to Buyer for breach, for any reason of:
 - (a) the Lifetime Warranty is limited to repair or replacement of Power Team Tools as set out in that Lifetime Warranty;
 - (b) any non-excludable condition is limited at PTHA’s option, to any one of supplying, replacing or repairing the goods or supplying again the services, at PTHA’s option, in respect of which the breach occurred.
 - 9.5 PTHA will not be liable for any short supply of goods unless the claim is made in writing within 2 business days of receipt of the goods by the buyer. PTHA will not accept a claim for defective goods unless those goods are returned to PTHA within 14 days of receipt of the goods and at the buyer’s expense. PTHA will not be liable for any other claim by buyer unless it is made in writing on PTHA’s “return for credit” form and received by PTHA within 14 days of delivery of the goods.
 - 9.6 If the buyer requests goods to be modified or manufactured to buyer’s specifications the buyer will indemnify PTHA from and against all liabilities, costs damages, claims and expenses that may be incurred by PTHA about any claim that the goods infringe the patent, design rights, copyright, trademark or other industrial or intellectual property rights of a third party.
 10. **FORCE MAJEURE:** PTHA will not be liable for failure to deliver or delay in delivery arising from any cause whatever beyond PTHA’s reasonable control including, without limitation, an act of God, war, fire, explosion, breakdown of machinery, strike or other industrial disturbance, delay in transportation, government action, or terrorism.
 11. **TERMINATION:** PTHA may at its option without any liability whatever elect not to complete an order if the buyer becomes insolvent, makes an assignment for the benefit of creditors, has an administrator or receiver appointed or where PTHA has reasonable grounds to believe the buyer will not meet its payment obligations or where an event listed in clause 10 continues for a period in excess of 30 days.
 12. **LAW:** The law of Victoria applies to these conditions and any dispute must be heard in the courts of that state.