

# TERMS AND CONDITIONS OF SALE

1. **Definitions**

In these conditions:  
"the agreement" means the contract with respect to the Goods or Services entered into between the Company and the Customer including this condition;  
"Contract Price" means the total of the sums payable by the Customer in the Company and referred to elsewhere in the Agreement'  
"the Company" means C.C. Components Pty Ltd, servants, agents and sub-contractors.  
"the Customer" means the person or entity referred to as such in the Agreement and includes where required, the person or entity to whom the Goods are or will be sold or to whom the Services are to be supplied;  
"the Goods and services" means the goods and services to be provided by the Company to the Customer and described elsewhere in the Agreement'
2. **Interpretation**

In these conditions (1) a reference to any gender includes all the other genders (2) a reference to a person or company includes that person or company's legal personal representatives, successors and assigns.
3. **Price and Payment**

Unless otherwise set out in the Agreement or agreed to in writing by the Company, the Contract Price shall be paid to the Company by the end of the months following the deliver of Goods or upon completion of the Services as the case may be.  
The Contract Price does not include the costs of transport or insurance of any of the Goods or any sales or other tax or charges in the nature of taxes that may be payable in respect of the Goods or the Services which taxes shall be billed separately to the Customer.  
If the Contract Price or any part thereof is not paid on due date then unless otherwise stated in the Agreement, the Company shall be entitled to charge interest on the outstanding amount at the overdraft rate fixed by the St George Partnership Bank from time to time on overdrafts less than \$100 000.00.  
If at any time after the date of the Company's quotation in respect of the Goods or Services there is an increase in the costs to the Company in providing the Goods or delivering the Services (including but not limited to material, labour, freight and insurance costs) the Company may increase the Contract Price by a sum which in the opinion of the Company is reasonable to compensate it for that increase.
4. **Delivery**

Delivery times are quoted in good faith and as accurately as the Company is able to estimate but are not guaranteed.  
Any period quoted for delivery commences only after the company has received all the necessary specifications, drawings, technical data and information necessary to enable it to perform its obligations in terms of the Agreement.  
Where the Goods include items which are not of the company's manufacture or where in performing the Services the Company provides goods which are not of it's manufacture the periods quoted are based upon the manufacturer's promised delivery date to the Company and upon the Company's estimate of delivery time.  
The Company will not be liable for any damages (either direct or indirect) of whatsoever nature whether consequential or otherwise for any failure to deliver within the time or by the date quoted.  
Customer shall inspect the Goods immediately upon delivery or the Services immediately after they have been performed and shall within 7 days of delivery or performance give notice to the Company in writing of any matter or thing by reason where of the Customer may allege that the Goods or the Services are not in accordance with the Agreement. If such notice is not given the Goods delivered or the Services performed shall be deemed to be in all aspects in accordance with the Agreement.  
The Company shall not be responsible for any delay in the delivery of the Goods or the performance of the Services where such delay is caused by:  
any breach by the Customer of these Terms and Conditions;  
any delay on the part of the Customer and the provision of any necessary information;  
any other act matter or thing which is beyond the reasonable control of the Company;
5. **Ownership and Risk**

Ownership of the Goods shall remain with the Company until such time as payment has been made by the Customer in full.  
Risk in respect of the Goods shall pass to the Customer upon delivery.  
Delivery of the Goods or any items utilized by the company in performing the Services shall be deemed to have taken place when the Goods or the items concerned leave the Company's premises.
6. **Transport and Insurance**

Unless otherwise agreed in writing by the Company all transport and Insurance of the Goods shall be the sole responsibility of the Customer  
The Company may (at the cost and expense of the Customer) arrange insurance or transport of any of the Goods only if requested in writing by the Customer to do so.
7. **Variation**

There shall be no variation in the nature of description of the Goods or the Services unless agreed to in writing by the Company.
8. **Drawings, Designs and Technical Data**

Property and copyright in and to all drawings, designs, specifications, plans and production sheets and in all written printed or photographed material supplied by the Company shall be and remain vested in the Company
9. **Warranty**

If any defect manifests itself in the Goods within a period of 90 days after the date of delivery of the Goods then provided"

  1. Neither the item concerned nor the equipment of which that item forms part has been misused or overloaded or used for other than its intended purpose or used by an unauthorized or unqualified person or repaired by an unauthorized or unqualified person'
  2. the Customer is not in breach of these Conditions;'
  3. the item concerned has been properly maintained'
  4. If capable of delivery the item concerned is returned to our works, cartage paid within 14 days of the date upon which the Customer becomes aware or ought reasonable to have become aware of the defect; and the defect is not the design or specification specially stipulated or required by the Customer'
  5. The item or equipment concerned complies to the original approved specification or drawings and has not been altered or changed without the written approval of a representative of the company;
  6. All technical and application data has been provided to the Company by the Customer;

Then we shall:  
In the case of the Goods;  
(i) replace the Goods concerned; or  
(ii) repair the Goods concerned; These actions will exclude any freight and insurance costs, travel & labor expenses.  
Any Goods returned shall become and remain the property of the Company.  
The Company will not under any circumstances be liable to the Customer for economic or consequential loss, damage or any other expenses whatsoever suffered by the Customer arising out of or in consequence of any fault or defect in the Goods or Services (whether or not such fault or defect was caused by the negligence of the Company)  
All warranties will cover the cost of the parts affected but exclude any freight and insurance costs, travel & labor expenses.  
To the extent that they are capable of being excluded any warranties or guarantees established by legislation or common law and deemed to form part of the Agreement are hereby excluded.  
Where any item forming part of the Goods is not manufactured by the Company then the extent of the warranty given by the Company shall be limited to the warranty which the Company has received in relation to such items and then only to the extent that the warranty is honored by the manufacturer of the item.  
Save as set out above the Company makes no representation and gives no guarantee in respect of any of the Goods or the Services.  
If the supply of the Goods or Services involves;  
Joining, splicing or repairing any form of conveyor belting; or  
Application of lagging to pulleys, idlers or other equipment; or  
Lining of mining equipment including pipes, tanks, chutes, screens or trammels; or  
The use or incorporation of items or materials manufactured or supplied by others; or  
Modifications or repairs to any other items or plant or equipment;  
Fabricating or manufacturing any form of conveyor system;  
Then unless the Goods or the Services are supplied in accordance with any applicable recommendations of the relevant manufacturers of the belting, lining, pulleys, idlers, items, materials, plant or equipment concerned, the Company gives no warranty of whatsoever nature other than any warranties which cannot by law be excluded.
10. **Manufacture**

Where tolerances or techniques are not specifically set out in the drawings or specifications relating to the Goods or Services the Company will supply the Goods or Services in accordance with the usual standards and techniques
11. **Patent Rights**

Where the Goods or Services are supplied in response to a specification, design or description provided by the Customer, the Customer fully indemnifies the Company against any action, claim, demand, cost or expense arising from or incurred by reason of any infringement or alleged infringement of letters, patent, design, trademark or name, copyright or other protected right arising out of the supply of the Goods or Services by; the Company in accordance with the requirements of such specifications, design or description.
12. **Indemnity**

The Customer hereby indemnifies the Company from and against all actions, suits, proceedings, costs, claims and demands which may be brought or made by any person whatsoever on whatsoever ground arising out of or as a consequence of any accident or circumstance involving the Goods or Services and including any loss or damage caused by a defect in the Goods or Services whether or not such defect is attributable to the negligence of the Company.
13. **Default**

If the Customer fails to pay the Contract Price due in terms of the Agreement of due under any other order or agreement with the Company before or after the date of the Agreement or if the Customer suffers distress or execution to be tested upon any of its property or assets or a receiver or manager thereof is appointed or if any proceeding in bankruptcy is instituted against the Customer or if the Customer enters into any assignment or compromise with or for the benefit of the creditors or if the Customer takes or suffers any similar action as a consequence of debt or if the Customer enters into liquidation voluntarily or compulsorily or an official manager of the Customer is appointed then in any such event the Company may, without prejudice to any other rights or remedies which it may have, cancel the Agreement by written notice.
14. **Costs**

If payment is not made by the Customer in accordance with the terms of the Agreement then the Customer agrees to pay all legal costs and expenses of whatsoever nature which maybe incurred by the Company in recovering the sums due in terms of this Agreement on a solicitor and own client basis and a certificate issued by the Company in relation to such costs and expenses shall, except in the case of manifest error, be conclusive evidence of the cause reasonableness and amount of the expenditure.
15. **General**

The Agreement constitutes the entire Agreement between the Company and the Customer and supersedes all prior agreements, understandings and negotiations. No terms and conditions at variance with these Conditions shall be applicable to the Agreement unless they have been expressly accepted by the Company in writing.  
No waiver by the Company of any provisions of these Conditions shall be effective unless the waiver is reduced to writing and signed by the Company.  
If any of these Conditions is or becomes for any reason wholly or partly invalid that Condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remainder of these Conditions or any part thereof?  
The Agreement and these Conditions shall be governed by and construed and take effect in accordance with the laws of the State in which this Agreement is entered into.
16. **Severance**

If any provision of these conditions is or shall be illegal, invalid or unenforceable, then that provision shall be severed and the validity and enforceability of the remaining provisions shall not be affected.