



## TERMS & CONDITIONS

Barrow Engineering Pty Ltd ABN 83 151 218 638 shall only supply goods and/or under take works if agreed on the following terms and conditions. Variances to these terms may be requested and Barrow Engineering Pty Ltd will confirm acceptance to vary in writing.

### 1. Pricing

Prices as listed or quoted shall be subject to change only if Barrow Engineering notifies the buyer in writing. In the event of a price increase buyer will be notified in writing and requested to confirm acceptance of price, prior to commencement of work.

If a buyer cancels an order Barrow Engineering shall be entitled to recover all loss expenses and damages suffered in consequence of the buyers' breach of contract.

Unless otherwise stipulated quoted prices do not include insurance, packing, delivery and export and any tax payable in respect of any goods.

The buyer shall pay for or reimburse Barrow Engineering for any goods and services tax liability (GST) arising out of any transaction between Barrow Engineering and the buyer.

Where a delivery time is quoted it is acknowledged that this is an estimate only and Barrow Engineering shall not be liable for any failure or delay in delivery nor shall the buyer be relieved by any such delay from obligation to accept and pay for goods. The buyer will be solely responsible for any designation or specification given to Barrow Engineering when placing an order and Barrow Engineering will be relieved from any warranty or obligation in respect of the suitability of any materials or items so specified.

### 2. Payment

All new and non-account customers' payment must be made prior to the goods leaving Barrow Engineering's premises as either a cleared EFT payment or COD.

Trading terms are STRICTLY 30 DAYS NET (i.e. goods purchased during one month are payable on or before 30<sup>th</sup> of the following month) and hereby agree to adhere to your trading terms.

The buyer acknowledges that title to any goods purchased from Barrow Engineering shall not pass to the buyer until payment for such goods has been made in full by the buyer to Barrow Engineering. Interest at the rate of 15% per annum shall be chargeable on any amount unpaid after 60 days from the date of invoice. All expenses incurred for recovery or attempted recovery will be payable by the buyer.

### 3. Title

All drawings, tooling, dies, jigs and other goods of the buyer will be held by Barrow Engineering free of charge but at the buyers risk and it is acknowledged that the buyer will be responsible for insuring same. It is expressly agreed that all such items shall be subject to a lien for any amount still due and payable to Barrow Engineering 45 days beyond the terms outlined in payment and that after 14 days' notice in writing to the buyer of its intention to do so Barrow Engineering shall be entitled to enforce such lien by sale of all or any part of such goods. If Barrow Engineering shall have made reasonable efforts to dispose of the same by sale any such goods found to be unsaleable may be disposed of by Barrow Engineering without liability.

### 4. Risk

The buyer accepts all risk of loss and damage to the goods, whether caused by you or not following delivery of the goods to your site or as directed in writing.

### 5. Claims

Any claims must be made within 7 days of receipt of goods. Any other claims relating to invoice adjustment for any other reason must be made in writing within 30 days of invoice.

### 6. Limitation of Liability

Barrow Engineering excludes all statutory or implied conditions and warranties to the extent permitted by law. To the extent permitted by law, we limit our liability under any condition or warranty which cannot legally be excluded to:

- (a) The replacement of the goods or the supply of equivalent goods.
- (b) The repair of the goods;
- (c) The payment of the costs of replacing the goods or of acquiring equivalent goods; or
- (d) The payment of the costs of having the goods repaired.

### 7. Governing Law

The laws of the State of New South Wales govern our trading.

The buyer agrees with us to submit to the non-exclusive jurisdiction of the Courts of New South Wales and the Federal Court of Australia and agree that any legal proceedings may be heard in those Courts.