



## **Erbil Pty Ltd, trading as Ezimetal Raymond Terrace General Terms and Conditions**

1. **Definitions:** In the general terms and conditions of sale, "Ezimetal" refers to Erbil Pty Ltd trading as Ezimetal Raymond Terrace, "Customer" refers to the person, company, business or organization for whom and invoice is opened.
2. **Warranty:** The manufacturer's warranty will apply for a period determined by the manufacturer for any material or equipment not of Ezimetal manufacture. Warranty on goods covers the repair/replacement of faulty material, but does not cover removal/replacement of equipment. Warranty begins from the day of dispatch after which liability on our part ceases. In lieu of any warranty implied by law and to the extent of any other provisions contained herein, Ezimetal expressly guarantees to repair or replace at our option, excluding works, any material which within a period not exceeding 3 months from the date of dispatch may prove to be defective due to bad workmanship. All goods are supplied on the condition we shall not become liable for any losses through stoppages, nor for any direct contingent, consequential or special damages arising from the defect.
3. **Ownership:** Property title in goods shall be retained in Ezimetal until they have been paid for in full by the customer.
4. **Prices and Validity:** Our recommended price structure is subject to variation without notice and all orders are entered on the condition that they will be invoiced at the price structure on the date of dispatch. Written quotations are valid for a period of 30 days from the date of quotation, thereafter the quote is subject to confirmation. All typographical and clerical errors are subject to correction. Ezimetal reserves the right to re-quote should the prices vary from Ezimetal's suppliers.
5. **GST:** Unless otherwise specified, all prices are quoted to include Goods and Services Tax. All goods and services attract GST, which will be charged at the current rate.
6. **Invoicing and Payment terms:** Terms of payment are strictly upon delivery/dispatch of goods, unless otherwise mutually agreed in writing prior to delivery. Approved account customers are required to pay in full all invoices by the 30<sup>th</sup> day of the month following the month of invoicing. In the event an account becomes overdue, Ezimetal reserves the right to charge interest in accordance with Penalty Interest Rates Act 1983, at the rate of 2 per cent per month from the due date for payment thereof until such invoices have been fully paid in cash, such payments of interest in no way waiving any rights of Ezimetal as herein set forth.
7. **Cancellation:** Any order may only be cancelled by mutual agreement and in the event of such cancellation the Customer undertakes to reimburse Ezimetal for any expenses incurred including overhead expenses in preparation for and execution of the order.
8. **Performance:** Any figures given for performance, measurements, powers, capacities and other particulars of goods offered are based on Ezimetal experiences and are stated in good faith and are such as Ezimetal expects to obtain on test but Ezimetal will only accept liability for failure to obtain the figures given when Ezimetal guarantees such figures within specified margins known as tolerances under an agreed penalty in the event of failure to obtain and under agreed bonuses if figures exceed the margins. In the event of such guarantee being given and in the event of the goods being defective or the performance fails to fulfil the terms of such guarantee reasonable time and opportunity to remedy the difficulty to comply with the terms of the guarantee shall be given to Ezimetal otherwise Ezimetal shall not be liable.
9. **Insurance:** Upon goods and materials being delivered to the site of delivery as specified by the Customer, the responsibility for the security thereof as against damage, loss or destruction for ALL RISKS shall be the responsibility of the Customer. The Customer shall be responsible for any loss expenses or costs incurred resulting from inaccurate orders of materials or quantity.
10. **Liability:** Except as may otherwise be provided by law Ezimetal shall not be liable for any loss of profits or any other consequential loss or damage suffered by the customer in consequence of any defect in workmanship material or design of the goods except in the case where the customer is a consumer for the purposes of the Trade Practices Act 1974 in which case Ezimetal's liability shall be limited to and may be fully discharged by either, at Ezimetal's sole discretion, the replacement of goods and services or a refund of any relevant payments. In the event of occurrence outside Ezimetal's reasonable control, and in consequence of which Ezimetal cannot fulfill its obligation, Ezimetal shall be entitled to alter or suspend lead times and delivery times without thereby becoming liable for any damages or other compensations.
11. **Variations of Conditions:** Terms and conditions are effective unless and until an accepted variance is agreed to by Ezimetal in writing.
12. **Privacy Act:** The customer agrees that Ezimetal may, if deemed necessary by Ezimetal, obtain from and provide to third parties information about the customer's credit-worthiness and payment record. The customer further agrees that Ezimetal may use any personal information held about the customer for any of the primary purposes below:
  - Maintaining customer records
  - Delivery of goods and services
  - Account keeping
  - Invoicing
  - Debt Collection
  - Credit Reference checks