

Terms & Conditions of Sale, PCSD201d



1. The terms and conditions of sale, hereby described, are applicable to all goods and services offered by Process Control Services Pty Ltd, hereafter referred to as the Seller. An offer of goods or services by the Seller and its written acceptance by the Buyer shall constitute a contract between the Seller and the Buyer subject to the terms hereafter contained, any additional terms agreed to in writing by the Seller and any terms which by law cannot be excluded, restricted or modified to the exclusion of all other terms. No waiver alteration or modification of any of the provisions hereof shall be binding unless in writing, signed and duly authorised by the Seller.
2. It is agreed that there is no other contract in force between the Buyer and the Seller relating to the goods and services which are the subject hereof, and, no modifications of this contract of sale shall be binding unless agreed to in writing by the Seller. Should the Seller by any words, acts or writing, waive or be deemed to have waived any of the provisions hereof, or should the Seller fail to insist upon performance by the Buyer of one or more of the terms hereof such action or failure on the Seller's part will be in no way deemed to imply, or constitute a waive of any terms contained herein. Except as herein expressly provided to the contrary, the provisions of this contract of sale of goods and services are for the benefit of the parties to the contract of sale and not for the benefit of any other party. Neither party shall assign their rights or obligations under this contract of sale to any person without prior written consent of either party, provided that the Seller, may, without obtaining the consent of the Buyer, assign its rights and obligations to a subsidiary or related company of the Seller.
3. A quotation provided by the Seller is an offer by the Seller to sell to the Buyer the goods and services listed in the quotation. The quotation shall lapse unless accepted in writing by the Buyer within seven (7) days from the date of the quotation or within such other period of time specified in the quotation. The Seller's prices are FOB the Seller's store, unless otherwise specified in the quotation.
4. The Seller's invoices are due and payable by the Buyer thirty days (30) days from the date of the invoice unless other terms are agreed on. The Seller reserves the right to charge the Buyer and agrees to pay all amounts hereunder, interest at the rate of 2.5% per month or part thereof during which the balance due to the Seller remains unpaid. All costs of collection of unpaid amounts due to the Seller, including but not limited to, court costs and reasonable legal fees, shall be borne by the Buyer. If in the judgement of the Seller the financial condition of the Buyer at any time does not justify continuation of production or shipment on the terms of payment originally specified the Seller may require full or partial payment in advance. In the event a petition is presented for liquidation of the Buyer or resolution is duly passed for the winding up of the Buyer or a receiver is appointed of any part of the undertaking or assets of the Buyer or a provisional liquidator of the Buyer is appointed the Seller shall have the right forthwith to terminate the contract of sale without prejudice to any action or other remedy which the Seller has or might or otherwise could have for the unpaid balance of any sum due from the Buyer to the Seller or for any breach of the Buyer's obligation hereunder.
5. All goods supplied by the Seller remain the property of the Seller until the full balance due to the Seller is paid. The Seller has the right to repossess, without prior arrangement or approval with the buyer, all goods with an outstanding balance after the due date of payment, while the balance remains unpaid. The Seller shall not be liable for any damage, incidental or consequential, which occurs during or after the repossession of the goods.
6. Delivery dates are approximate only and subject to change. Unless otherwise specified in the quotation, delivery shall be FOB the Seller's store and the method of shipment and carrier to the Buyer's store shall be selected by the Seller. The Buyer should check that the quantity of goods delivered to it is as stated in the delivery docket of the Seller. Such delivery dockets shall be conclusive evidence of the quantity of goods delivered to the Buyer notwithstanding any failure by the Buyer to check any such dockets. Subject to any terms, conditions, warranties and indemnities implied by the law which cannot, by law be excluded, restricted, limited or modified, the goods shall be deemed to be delivered in good order and condition unless the Seller is informed otherwise in writing within seven (7) days of delivery.
7. The Seller shall not be liable for any loss, damage, or delay of any kind whatsoever caused directly or indirectly by the inability of Seller to preform its obligations under the contract of sale whether in respect of delivery or otherwise where such failure is a result of any act or omission of the Seller, its servants or agents, or of any cause beyond the reasonable control of the Seller including, without limitation of the generality of the foregoing inability to obtain to materials or transport or shipping space writ, epidemic, fire, flood, hostilities (whether internal or external) strikes, war accident, act of God, termination of supplier agreements, any statute rule regulation order act or omission of any government or department thereof or any local or municipal authority, any judgement or order threatened, likely or actual in favour of any person claiming any rights in respect of the goods and services or in any other case.
8. The Buyer agrees that all designs, drawing specifications, illustrations, plans, instructions, documentation and the like, which are provided to the Buyer by the Seller, are the sole property of Seller or its principle and shall not be produced or copied or used or disclosed to third parties as the basis for manufacture or sale or further development of items without the written consent of the Seller. The Buyer agrees to take all reasonable steps considered necessary by the Seller to maintain and insure the confidentiality of such information.
9. The Buyer is responsible for the selection of process-wetted materials in view of their corrosion resistance. The Seller makes no guarantees and assumes no liability for the corrosion resistance of materials selected. The Seller may issue information or data that is only as a guide and without responsibility. The information is publically available and is applicable to the pure substances listed. The effects from combinations of chemicals are not predictable from this data. The accuracy of the information is not guaranteed. If chemical compatibility is critical for material selection then the suitability of materials should be confirmed by the chemical supplier or a materials manufacturer.

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