

1. **AGREEMENT**
Any commercial conditions stated by the company in a quotation which may conflict with these conditions will take precedence and override these conditions, but only so far as is necessary to resolve the conflict. Throughout these conditions, "Contract" means the agreement for supply of goods and/or services between the company and you comprising these terms and conditions, relevant quotations and your acceptance thereof pursuant to Clause 2.
Subject to Clause 2, any purchase order you place with the company constitutes an offer to purchase goods and/or services and no terms in a purchase order will form part of the contract unless accepted in writing by the company.
Where you purchase goods and/or services from the company upon these conditions, these conditions shall be deemed to be incorporated into every subsequent agreement for purchase of goods and/or services from the company unless specifically varied or excluded in the manner prescribed in the clause or by written agreement between the parties.
2. **ACCEPTANCE OF CONDITIONS**
The placing of an order by you, or by signing of the manifest or delivery docket for goods received, notwithstanding anything that may be stated to the contrary by you, shall constitute acceptance of these conditions. The contract is binding on the company and you upon first to incur the following:
 - (a) Unequivocal written notice of acceptance of an order being forwarded from the company to you, or;
 - (b) Delivery of the goods and/or services ordered
3. **PASSING OF TITLE**
Notwithstanding physical delivery of any goods to you or other bailee for the purpose of transmission to you, the property in the goods will not pass until you have made payment in full in accordance with Clause 6. Payment is deemed to have been made when it is actually received by the company, and it is your responsibility to ensure that this has occurred prior to attempting to dispose of the goods in any way. We reserve all rights of the disposal of the goods in the event of default in payment. Until the legal and equitable title of the goods passes to you, you will:
 - (a) Hold the goods as bailee to the company,
 - (b) Upon demand by the company, deliver up the goods forthwith to the company,
 - (c) Allow (and you hereby authorize) the company to enter upon the premises where the goods are stored for the purpose of taking possession thereof; and
 - (d) Be liable for any damages and/or costs incurred by the company or any third party arising from or in connection with the recovery of possession of the goods.
4. **PASSING OF RISK**
The risk of accidental loss, destruction or deterioration of the goods shall pass to you on dispatch of the equipment from the company's store unless the goods are carried in the company's vehicle, in which case such risks shall pass on delivery.
5. **HANDLING CHARGES**
If the company incurs handling, packing or delivery charges for deliveries to locations outside Melbourne or Dubai it reserves the right to impose such charges on you and you will pay those charges in the manner prescribed in the final paragraph of Clause 6.
6. **TERMS OF PAYMENT**
Strictly net cash no later than thirty days after delivery. The company also reserves the right to demand full or part prepayment or guarantee prior to acceptance of orders.
Should you fail to pay any amount to the company on the due date for payment, the company reserves the right to require you to pay, and you shall be liable to pay on written notice from the company, interest on that amount, calculated from the due date of the relevant invoice at the daily rate of 3% above the indicator lending rate charged by HSBC from time to time.
Should the company hold or store any goods due to a delay caused directly or indirectly by you, the company reserves the right to charge a reasonable fee for such services, together with any costs and disbursements incurred by the company in the process. You must pay such amounts to the company within 7 days of receipt of an invoice from the company specifying such fees, costs and disbursements.
7. **ACCEPTANCE OF QUOTED GOODS AND SERVICES**
By placing an order for goods and/or services or, if no written order is placed, by signing a manifest or delivery docket for goods and/or services received, you accept the quotation and expressly acknowledge that the goods and/or services described in the quotation satisfy the requirements that caused you to place the order. You expressly agree that, after manifest or delivery docket for goods and/or services or, if no written order is placed, by signing a manifest or delivery docket for goods and/or services, you will not take any form of action, or make any claim, on the basis that all the goods and/or services are not suitable for the purpose that caused you to place an order.
8. **DELIVERY**
Every endeavor will be made to complete orders within the time specified but no liability is accepted by the company for late delivery. Failure by you to pay for any amount due to the company, when due shall entitle the company to withhold or delay delivery of any goods or services subsequently ordered until all overdue amounts have been paid.
If the company determines that it is or may be unable to deliver any goods or services within a reasonable time or at all, the company may at its sole discretion terminate the contract in respect of those goods and/or services. In the event of termination under this clause, you shall have no claim against the company for any damage, loss or expense except in respect of any amount you have prepaid.
9. **VALIDITY**
Quotations are open for acceptance for thirty days, after which time they are subject to written confirmation by the company.
10. **CANCELLATION**
The company reserves the right to impose a cancellation fee of 10% in the event that an order is cancelled for reasons other than lack of performance by the company against the contract. If an order is cancelled, you agree to pay the cancellation fee and all expenditure incurred by the company in relation to the purchase of goods or services to satisfy that order.
11. **RETURN OF GOODS**
Any claim against the company in relation to goods and/or services supplied under this contract must be made in writing within 7 days of delivery of goods and services, except claims for non-delivery, which must be made in writing within 14 days from the date of invoice. All claims must refer to the official invoice number and date and state the reason for the claim. No freight charges for return of goods at your volition shall be payable by the company unless authorized by the company in writing.
12. **WARRANTY**
Goods which have been supplied by the company, and any services undertaken by the company, are warranted to be free from defects in material or workmanship on delivery for a period as stipulated in the manufacturer's standard warranty. The company undertakes to repair any such defects arising during the warranty period free of charge provided the goods (or the relevant goods in the case of services undertaken by the company) are returned to the company's warehouse and provided that no alterations or additions have been made or repairs undertaken to the goods except by its authorized representatives.
No warranty is given or implied as to the fitness of the goods and/or services for any particular purpose whether such purpose is known to the company or not. It is your responsibility to satisfy yourself that the goods and/or services supplied are of the description, quality and character ordered, and suitable for the purpose for which they are required. The company will not be liable for any loss or damage whatsoever arising from your failure to satisfy yourself pursuant to this clause.
13. **LIABILITY**
Unless expressly agreed to the contrary, the provisions and tolerances contained in the standard specification to which goods are manufactured by the company or its suppliers will apply to all orders accepted.
The company's liability (if any) in respect of claims under this contract shall be limited, in the case of goods, to any one of the following determined by the company:
 - (a) Supplying the goods again;
 - (b) Repairing the goods; or
 - (c) The reasonable costs to you of obtaining the goods again (or obtaining the equivalent goods) or having the goods repaired; and in the case of services, to either of the following as determined by the company:
 - (a) The payment of the costs of supplying the services again.
 - (b) The supplying of the services again.

The company shall not be liable for loss or damage whether consequential or otherwise and whether arising from breach of contract, negligence or any other cause.
14. **SPECIFICATIONS**
The only binding specifications are those contained in the company's quotation. All attachments to the quotation such as (but not limited to) technical information, data sheets and software documentation are for indicative purposes only and are not binding. The company retains all copyright and title to such documents, which may not be reproduced or made available to third parties without the company's prior written consent.
15. **INTELLECTUAL PROPERTY**
All intellectual property (whether registered or not), including copyright, trademarks, designs, patents, circuit layouts, know-how, and intangible assets or intellectual capital of any kind, contained in or on goods provided by the company under this contract, is owned by, or licensed to, the company. You obtain no right, title or interest in such property, unless the parties agree otherwise in writing, save to the extent that a license is necessary to enable you to obtain the benefits of the goods and/or services as contemplated by this contract. You agree not to do anything to prejudice any of the intellectual property rights of the company or any third party, and will immediately advise the company if you become aware of any actual, likely, suspected or threatened infringement of the company's intellectual property rights.
16. **INDEMNITY**
Without limiting any of your other obligations under the contract, you agree to indemnify and keep indemnified the company against, and must pay the company on demand the amount of all losses, liabilities, costs, expenses and damages (including, without limitation, any consequential loss that the company is liable to pay to any of its customers or other third parties and reasonable legal expenses on a full indemnity basis) suffered or incurred by the company in connection with:
 - (a) Any liability, loss, claim or proceeding for personal injury to, or death of, any person and against all loss and damage to any property, arising in connection with any of your acts or omissions relating to the contract.
 - (b) Any breach by you of your obligations under this contract.
 - (c) Supply of related services by any third party for or on behalf of the company relating to the contract.
 - (d) Any unsafe, unsecured, or unhealthy place that is necessary or convenient for the company to access to carry out its obligations under this agreement.
 - (e) Any claim, demand or action by any other party arising out of any negligent act, error or omission by you; and
 - (f) Non-compliance or breach by you, or any third party, of any law, building regulation, license, direction of a statutory authority or other law or regulation.
17. **GENERAL**
The construction, validity and performance of the contract shall be governed by the laws in force in the United Arab Emirates, as applicable in all circumstances.
You acknowledge that no representations, warranties or conditions other than those contained in these conditions, the quotation and/or any other written terms and conditions agreed by the parties shall bind the company in any way.
Any notices to be given pursuant to this contract must be in writing, signed by the party giving it and may be served by hand or by sending it by facsimile, pre-paid recorded delivery or registered post to the address of the relevant party specified in this contract (or as otherwise notified from time to time). Notice will be deemed received on the second business day following dispatch, except in the case of facsimile transmission, which will be deemed received upon dispatch, subject to a transmission report, issued by the sender's machine, being made available and showing evidence of successful transmission.