



28 Quality Drive  
 Dandenong, Vic. 3175  
 Tel: (03) 8791 7575  
 Fax: (03) 9794 5681  
 info@tsb.net.au

## SUPPLY AND DELIVERY TERMS AND CONDITIONS

### 1. Quotation:

- 1.1 All quotes remain firm for a period of thirty (30) days from quote date. Prices quoted are ex works unless otherwise stated.

### 2. Terms of Payment:

- 2.1 20% deposit on placement of order, remainder on completion of order unless prior arrangements are made. Payment will be by cash, bank cheque or credit card (A premium may be charged for payment by credit card).

### 3. GST:

- 3.1 All prices quoted are exclusive of GST unless otherwise stated.

### 4. Specifications:

- 4.1 TSB reserves the right to vary specifications without notice.

### 5. Delivery:

- 5.1 To be confirmed at placement of order.

### 6. Liability:

- 6.1 TSB units are warranted for a period of twelve (12) months or 50,000km whichever occurs first from the acceptance date.

6.2

- (a) Replacement or repair of the goods is the absolute limit of the Supplier's liability howsoever arising under or in connection with the sale, installation, use of, storage or any other dealings with the goods or services by the Customer or any third party.

This warranty is subject to and conditional upon

- (a) The TSB Service Body being properly used and operated at all times in accordance with vehicle manufacturer's recommendations for correct loading as per the vehicle's specified GVM and standard, safe loading practices;  
 (b) The safe, responsible and appropriate operation and driving of the vehicle to which the TSB Service Body is fitted in accordance with the vehicle owner's handbook;  
 (c) All transport expenses if any, relating to the claim being paid by the Purchaser;  
 (d) All taxes applicable to any claim being paid by the Purchaser;  
 (e) The cost of all parts and transportation in excess of those which are usual and customary (e.g. express freight) being paid by the Purchaser;

6.3 Any warranty provided by the Supplier in the Terms does not apply in circumstances where:

- (a) the goods are not defective;  
 (b) the goods were used for a purpose other than for which they were intended;  
 (c) the goods were repaired, modified or altered by any person other than the Supplier;  
 (d) the defect has arisen due to misuse, neglect or accident;  
 (e) the defect has arisen due to the incorrect installation of the goods;  
 (f) the goods have not been stored or maintained as recommended by the Supplier;  
 (g) the defect has arisen due to normal wear and tear on the goods; or  
 (h) the Customer is in breach of the Terms.

6.4 The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

6.5 The Supplier will not be liable for any loss or damage suffered or any claims made by the Customer or a third party in relation to the goods once the goods have been installed or fixed into place.

6.6 The Supplier will not be liable for any loss or damage suffered by the Customer where the Supplier has failed to deliver goods or fails to meet any delivery date or cancels or suspends the supply of goods.

6.7 The Customer acknowledges that:

- (a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by the Supplier in relation to the goods or their use or application.  
 (b) it has the sole responsibility of satisfying itself that the goods are suitable for the use of the Customer or any contemplated use by the Customer, whether or not such use is known by the Supplier.  
 (c) any description of the goods provided in a quotation or invoice is given by way of identification only and the use of such description does not constitute a contract of sale by description.

6.8 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.



TRADE SERVICE BODY

Email info@apm-industries.com.au

Phone 03 9706 5055 Fax 03 9794 5681

28 Quality Drive, Dandenong, Victoria, 3175