

GENERAL TERMS AND CONDITIONS OF SALES

Effective 1st July 2008

PRICES

The prices set out in our quotations are G.S.T. EXCLUSIVE, and are for business customers only. The prices are recommended prices only and there is no obligation to comply with them upon resale. Orders will be invoiced at prices in effect at date of delivery. All prices are subject to change without notice. Prices for goods imported against order are subject to alteration due to exchange rate variations.

GOODS AND SERVICES TAX

10% G.S.T. must be added to all prices quoted.

SPECIAL QUOTATIONS

For all products listed, special quotations may be given after taking into consideration the nature of the enquiry and the quantity required. Written quotations shall automatically expire 30 days from the date issued unless order for the same is placed by then. Certain quotations from overseas suppliers may have a reduced expiry date, which will be noted on the quotation.

TERMS

Payment is strictly NET 30 DAYS and all prices F.O.B. Northcote, Victoria unless otherwise agreed upon in writing. If the Buyer shall fail to make payment in accordance with these terms of trading, the Seller reserves the right to defer future deliveries.

RETURNS

Returned goods must be in resalable condition and not damaged or reworked from standard. Any goods damaged once they have left Naismith Engineering, including goods damaged in transit, will not be returnable for credit. Reworked goods include belts cut to non standard widths or lengths, chain cut to length and goods that have had any machining work performed by either Naismith Engineering, their customer or a third party. Special items that are imported against a customer order will not be returnable. **No Exceptions.** Items that have been manufactured against a customer order will not be returnable. **No Exceptions.**

A restocking fee will be charged as per the following chart.

Goods returned within 30 days of the invoice	0%
Goods returned after 30 days up to 90 days of the invoice	15%
Goods returned after 90 days up to 180 days of the invoice	30%
Goods returned after 180 days of the invoice	100%

Special items that are purchased or manufactured by local suppliers will not be returnable unless Naismith Engineering has approval from its supplier that they will accept the item back for credit. A restocking fee will apply to cover any cost associated with this return.

In all cases, customers are responsible for freight costs to the nearest branch of Naismith Engineering.

MINIMUM INVOICE CHARGE

Exclusive of G.S.T., invoices amounting to less than \$20.00 net will be invoiced at \$20.00. This will not apply for payments by cash.

CATALOGUES

Product catalogues are available on request. These should be consulted to enable suitable selection of product to be made. All descriptions and dimensions as published are believed to be correct, but subject to the possibility of printing errors. The right is reserved by us or our suppliers to alter or modify dimensions or designs without notice.

WARRANTY

All products manufactured by the Seller, or for which the Seller is Sole Australian Distributor, are warranted to be of good material and workmanship and to be free from defects at the time they leave our premises. Any part or parts which, under normal use and service, are proven to be defective within one year from date of sale will, upon examination by us, be repaired or replaced free of charge. All such parts must be returned, freight prepaid to our premises in Northcote, Victoria for inspection. This warranty shall not apply to parts which have been reworked or subject to negligence, accident, damage or to improper operation, maintenance, storage or installation. The Seller will not be liable for consequential damages of any nature, including but not limited to loss of profit, delays or expenses, whether based on tort or contract. The Buyer, by acceptance of these parts, assumes all liability for the consequence of their use or misuse.

SAFETY DEVICES

It is the responsibility of Buyer to furnish appropriate guards for machinery parts at point of installation, in compliance with Australian Standards, as well as any safety devices required by law.

WARNING

Products manufactured or sold by Naismith are not designed or intended for aircraft or motor vehicle use in any way.