

CONDITIONS OF SALE

1. In these conditions "Company" means NO BOLT OPERATIONS PTY LTD and its assigns; and "Customer" means any person, firm corporation or government instrumentality and their personal representatives and permitted assigns who shall purchase any equipment from the Company. Wherever used "Goods" include the items quoted and any associated equipment, accessories, parts and tools.
2. All express and implied guarantees, warranties and conditions (including quality or fitness for any particular purpose) under the General Law, Statute or otherwise are hereby expressly excluded to the extent permitted by law and the following alone apply.
3. **PRICE**

The price quoted is the Company's current Retail Selling Price and any variation on its Retail Selling Price at the date of delivery will be to the Customers account.
4. **PROPERTY & RISK**

All payments of purchase price, transport charges and any other charges in respect of the Goods ("Purchase Price") shall be made to the Company immediately on notification of availability of the Goods for sale to the Customer.

 - (a) Property in the Goods shall pass to the Purchaser when full payment of the Purchase Price has been received by the Company. Until property passes to the Customer, the Customer acknowledges that it is in possession of the Goods solely as bailee for the Company and in that capacity shall store the Goods separately from the Customer's own Goods or those of any other person and in a manner which renders the Goods clearly identifiable as Goods of the Company. Until such time as payment has been made in full or the Goods are returned unused and undamaged, the Customer shall indemnify the Company from and against any claim, liability, damage or injury to or by the Goods.
 - (b) The Customer grants to the Company and the Company takes from the Customer a security interest in the Goods to secure payment by the Customer of the Purchase Price to the Company and to secure the performance by the Customer of its obligation to the Company as bailee pursuant to Clause 4.1. The Customer agrees to do all things reasonably required by the Company (if any) including the execution of any document to allow the Company to register security interest in the Goods in accordance with the provisions of the Personal Property Securities Act 2009 (Cth).
 - (c) The Company may, without prejudice to any rights and without previous notice, retake and resume possession of all Goods which remain the property of the Company and may for that purpose by its servants and agents enter upon the Customer's premises or any other place where the Goods may be upon the occurrence of any one of the following events:
 - (i) The Customer commences to be wound up or is placed under official management or a receiver is appointed or an encumbrancer takes possession of its undertaking or property or any part thereof; or
 - (ii) The Customer becomes insolvent or bankrupt or commits an act of bankruptcy or makes an assignment for the benefit of a creditor; or
 - (iii) The Customer fails to pay the whole or any part of the Purchase Price or transport or other charges for any of the Goods supplied hereunder when due and payable; or
 - (iv) The Customer is in breach or any other terms or condition of sales as set out herein.
5. **DESCRIPTION**

The Goods may at the Company's option be the Manufacturer's standard model type and assembly currently being distributed by the Company at the date of delivery. All non-standard assembly, associated and other equipment, special fittings, special work and materials to make the Goods comply with the Quotation or Order will be paid for on delivery and in addition to the price.
6. **ACCEPTANCE**

Any representation, promises, statement or description by the Company or any employee agent dealer or other person or Company is expressly excluded, the Customer relying on his own skill and judgement.

The Customer is deemed to have accepted the Goods on delivery which shall take place at the Company's premises within seven days of notification of availability. Goods delivered elsewhere shall be at the Customer's risk and expense from despatch from such premises and the Customer will indemnify the Company against any claim liability damage or injury to or by the Goods after despatch. The Company may resell any Goods not taken by the Customer within such seven days and at its option deem the contract repudiated or by subsequently substituting other Goods treat the contract subsisting. All Goods may be run in and tested and shall not be deemed thereby secondhand.
7. **DELIVERY AND FORCE MAJEURE**

Delivery dates are approximate only and no liability whatsoever is accepted for delay from any cause whatsoever.

If for any cause or reason beyond the Company's control including but without limiting any act of God, war, governmental and semi-governmental enactment priority or restriction, lock-out strike, industrial dispute, fire, tempest, flood, failure or inability to obtain licences, transport, labour or materials, or contingencies, hindering delivery, the Company may extend the time for delivery or if the Company is unable to complete, the contract shall be voidable at the Company's option with no right to either party for any damage, loss, cost or expense or otherwise.
8. **WARRANTY AND LIMITATION OF LIABILITY**
 - (a) The company warrants all new Goods of its manufacture to be free from defect in material and workmanship under normal use and service, its obligation under this warranty being limited to making good at Company's premises any part or parts thereof which are returned with transportation prepaid and which examination discloses to the Company's satisfaction to have been thus defective.
 - (b) The company shall not be subject to nor incur and the Customer releases the Company from any claim or liability (including consequential loss or damage loss of use of profits) by reason for delays, faulty or defective materials or workmanship, negligence or any act matter or thing done permitted or omitted by the company.
 - (c) In respect of Goods not of the Company's manufacture the Customer acknowledges that he has inspected and accepted the Manufacturer's Warranty for such Goods. Such Warranty shall not prejudice or limit the rights or immunities of the Company, the Company's liability being limited to representing to the Manufacturer on behalf of the Customer such claims as appear covered by such warranty.
9. **RETURN OF GOODS**

Any Goods specially cut to length or made to a firm and irrevocable order or any Goods altered or damaged by the Customer cannot be returned for credit under any conditions. Outward and inward freight and transport charges are the responsibility of the Customer and if not prepaid by the Customer will be deducted from the amount of credit. Goods originally supplied in a special Manufacturer's carton must be returned in that carton in their original condition, complete with any instruction sheets supplied.
10. **GENERAL**

If these Conditions of Sale (which shall only be varied, modified or rescinded by written agreement executed by the Company) shall differ in any respect from the Customer's order, acceptance or confirmation then these conditions shall prevail.