



**Snaptec Australia Pty. Ltd.** ABN: 82 118 846 638 ACN:118 846 638

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Kings Park , NSW , 2148

**Web site:**  
[www.Snaptec.com.au](http://www.Snaptec.com.au)

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## QUOTATION TERMS AND CONDITIONS

CONFIDENTIALITY:	This quotation is confidential. This document may not be reproduced, published or disclosed.
PRODUCT SUITABILITY:	Products offered are designed to perform and be used within their stated specification. Final product selection rests with the customer in determining if these items are suitable for their particular application.
RESTOCKING:	Goods incorrectly ordered will only be considered for credit if they are a stock item and returned in original package & condition. A minimum inspection & re-stocking charge of 15% shall apply.
GST	<b>Prices quoted do not include GST. 10% GST will be added to above prices for orders shipped within Australia.</b>
CURRENCY VARIATION:	Prices are subject to currency exchange rate variation , based on <b>A\$1.00 = FIRM</b>
CANCELLATION:	Not accepted once order is placed. A binding agreement / contract shall be entered into when Snaptec Australia Pty. Ltd. receives customer purchase order. Such an agreement may only be altered or cancelled with the written approval of Snaptec Australia Pty. Ltd. .
VALIDITY:	The above proposal is open for acceptance for 15 days only from date of quotation.
TERMS OF PAYMENT:	AS SHOWN ON QUOTATION PAGE
CONDITIONS OF SALE	Snaptec Conditions of Sale shall apply unless agreed in writing . A copy is available on request.
WARRANTY:	12 Months from date of invoice / shipment
DELIVERY Time:	Quoted time is subject to change depending on the production loading at time of receipt of order. Snaptec takes no responsibility in any delay caused.

## CONDITIONS OF SALE

- Application:** The sale of goods by Snaptec Australia Pty. Ltd. ("Snaptec") is made upon conditions below. If there are any inconsistencies or ambiguity or conflict between these conditions and those printed on the customer's purchase order or any other document issued by the customer, the former will prevail.
- Price Variation:** The prices quoted are based on quantities quoted by Snaptec. Snaptec reserves the right to amend the prices quoted should there be any variation between the Snaptec's quoted quantity and the customer's purchase order quantity.
- Currency Variation:** Where currency exchange rates are quoted on Snaptec's written quotation, the actual invoice price shall be adjusted by Snaptec according to the applicable exchange rate on the date of the invoice. The percentage of the actual invoice price affected by this currency variation is 100% unless otherwise agreed in writing by Snaptec.
- Claims:** Any claims for short delivery or defective goods must be made in writing within 7 days of receipt of the goods.
- Cancellation and returns:** Cancellation of the customer's orders and returns are not accepted under any circumstance without after prior agreement in writing by Snaptec. Returns will only be accepted if goods supplied are incorrect.
- Delivery:** Snaptec will do its best to meet delivery estimates but the customer shall have no right of action against Snaptec in respect of any loss occurring to the customer by reason of Snaptec being unable to do so. Failure to meet a delivery date shall not prejudice any contracts as regards to other deliveries. Cancellation of orders due to any delay in delivery is not accepted
- Delivery Charges:** A nominal delivery charge will be made against all orders. Customers requesting multiple deliveries or scheduled deliveries will be charged for each delivery.
- Payment:** The customer shall pay for each delivery of goods within thirty (30) days from the date of the invoice, or as otherwise agreed in writing by Snaptec. If the customer fails to make payment by the due date, Snaptec will be freed from any further obligations incurred by Snaptec in accepting the customer's order in the first place. If payment is not received within the stipulated time, the customer agrees to pay interest at the rate of 12% per annum ( or 1% per month ) on any overdue amount calculated from the due date until the payment is received by Snaptec. Any acceptance by Snaptec of late payment without claiming interest shall not amount to a waiver of Snaptec's rights to claim such interest resulting from future late payment.
- Binding Agreement:** These conditions of sale constitute and embody the entire understanding and agreement of the parties and supersede all priority representations, agreements , statements and understandings whether oral or in writing and shall be varied only in writing executed by the parties. The customer shall be deemed to have accepted these conditions upon accepting delivery of



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all or any part of the goods or otherwise acknowledges these conditions or signifying its acceptance in some other way, whichever first occurs.

10. **Passing risk of Property:** Risk in the goods shall pass to the customer upon delivery of the goods to customer or collection of the goods by the customer's agent or courier as the case may be. The property in the goods shall not pass to customer until the customer has paid for those goods in full including any outstanding extraneous charges pertaining to the invoice.
11. **Warranty:** Snaptec excludes to the extent permitted by law all warranties and conditions in relation to the goods other than those warranties expressly made pursuant to these conditions of sale. Snaptec extends to the customer such warranties as are offered by the manufacturers of the goods sold to the customer. The duration of this warranty shall be stated in Snaptec's written quotation to the customer. This warranty does not extend to goods subject to misuse or improper application and maintenance by the customer. Snaptec shall have no liability for any loss or other indirect or consequential loss or damage.
12. **Indemnity:** The customer will indemnify and hold harmless Snaptec against any loss or damage as a result of the customer's negligence, misrepresentation, alteration of the goods as supplied or default in relation to any of the goods.
13. **Proper Law:** This agreement shall be governed by and interpreted in accordance with the laws of the state of New South Wales and of the Commonwealth of Australia and the parties hereto submit to the jurisdiction of the Courts of New South Wales and the Federal Courts to which Courts of appropriate jurisdiction there shall be submitted for determination any dispute, claim or demand arising out of this agreement or anything done in pursuance or in purported pursuance thereof.