



ABN 22 108 505 844
37 Eddie Rd, Minchinbury, NSW 2770
Ph (02) 9675 3444 Fax (02) 9832 2818
Email: sales@eipdiesel.com.au

Terms and Conditions of Sale

1. Title and ownership of all goods remain with the seller until payment is made in full.
2. Goods sold to customers on a credit account basis shall be subject to a minimum order value of \$20.00 +GST. Should the value of your order be less than this value you may elect to purchase on a cash basis.
3. If you install the goods supplied with other goods belonging to any other person before you pay EIP Diesel so that the goods become part of another's goods you authorise EIP Diesel to remove it's goods from the other goods, if possible without causing any damage to other persons goods. The cost of this will be in addition to the cost of the goods.
4. Claims for damages, shortages and incorrect supply will not be recognised after 7 days from the date of the sale.
5. Parts returned for credit are subject to;
 - a. 1 to 30 days from date of sale, less 15% of the total invoice value of the goods for re-stocking plus 100% of any freight charges,
 - b. Over 30 days not refundable,
 - c. Original invoice number and date of supply must be provided,
 - d. Must be returned in saleable condition in original packaging,
 - e. Freight must be prepaid by the customer to our premises.
6. Wholegoods returned for credit;
 - a. Subject to agreement by the Distributor,
 - b. Subject to re-stocking and administration of not less than 15% of the total invoiced value of the goods plus 100% of any freight charges,
 - c. Must be in saleable condition,
 - d. All freight costs prepaid by the customer.
7. Items not acceptable for credit include;
 - a. Items specifically procured on indent,
 - b. Items manufactured on request,
 - c. Oil seals, "O" rings,
 - d. Ball, needle, roller and general bearings,
 - e. Hydraulic hoses, gaskets
 - f. Items supplied cut to length,
 - g. Items returned damaged ,
 - h. Items not returned in original packaging in saleable condition,
 - i. Items not returned in original condition,



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8. All claims for warranty in terms of products and services are strictly back to base. EIP Diesel reserves the right to investigate any claim for warranty. You will grant EIP Diesel full and free access to enable us to investigate your claim. An investigation does not constitute an admission of liability.
9. All parts and materials sold will be covered by back to back manufacturer's warranty provisions. EIP Diesel warranty will not cover the purchaser for any costs associated with making the repair such as travel, accommodation and labour. Our warranty does not cover the purchaser for any consequential (be they direct or indirect costs) or third party costs. Our warranty will not accept any liability for equipment or parts that have been altered, maintained, stored or serviced in a manner not in accordance with published recommendations or good practice.
10. Any credit facility extended on your behalf may be revoked or placed on hold by EIP Diesel at any time without prior notice. If you do not pay the amounts you owe by the due date(s) then, without prejudice to any of EIP Diesel's other rights and remedies under the contract, you may be liable to pay interest on all amounts due and payable at the rate specified from time to time by the Commonwealth Bank as its current overdraft rate plus 2%. Such interest will be calculated from the date that each amount you owe EIP Diesel becomes due and payable and will accrue until such time as the monies are paid in full.
11. Should you default on any payment we reserve the right to take any actions to collect the outstanding amount owed to EIP Diesel. These actions may include the referral to a credit collection agency who in term may take action to report this to a credit collection agency. This listing may remain on your credit file for a period of 5 years and may effect any future credit applications.
12. If you become insolvent under any regime recognized by the Corporations Law or Bankruptcy Act all amounts that you owe EIP Diesel will become immediately due and payable.
13. EIP Diesel may require you to pay the price of the goods prior to delivery at any time without prior notice.
14. Any representation made by EIP Diesel in relation to the goods and services, their use, suitability for purpose, performance, maintenance or application is given in good faith and is believed to be reliable but is provided with a disclaimer for any liability or responsibility on the part of EIP Diesel. You accept all risk and responsibility for consequences arising from improper use of the goods.
15. Any mistake that may occur on a quotation, order, invoice, despatch docket or any other documentation by EIP Diesel in relation to the contract shall not be binding



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- on EIP Diesel and EIP Diesel may at its discretion issue a revised document as required to amend such mistake.
16. Should EIP Diesel choose to not strictly enforce strict compliance with these terms this shall not be interpreted that EIP Diesel has waived it's rights under these terms and shall not prevent EIP Diesel from subsequently enforcing these terms.
 17. This contract is to be interpreted according to the laws of the state of New South Wales.



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