

## PART C – SPECIAL TERMS: SUPPLY OF SPARE GOODS AND SERVICES

### 38. Definitions

For the purpose of this Part C:

- (a) unless otherwise defined in this Part C, capitalised words have the same meaning ascribed to them in Part A “General Terms and Conditions” of these terms and conditions; and
- (b) **Goods** means all goods and spare parts and items supplied by us to you (and where the context so permits will include any supply of Services) and are as described on the invoices, quotations, authorisations or any other form or document as provided by us to you.

### 39. Quotations and additional work

- 39.1 Where you have requested us to prepare a quotation for the provision of Services which requires us to perform disassembly of any of your Supplied Items and you do not accept the quotation, you will be responsible for all labour and associated costs and charges incurred by us in preparing the quotation and will be charged the Price accordingly.
- 39.2 Your disassembled Supplied Items will not be reassembled following rejection of a quotation unless you request us to do so and agree to pay us the Price for such reassembly. Such reassembly will not come with warranties of any nature.
- 39.3 Where you have requested us to provide Services, and additional Services and tests are required in connection with the Services, we will inform you of such and provide details of the usual or likely charges in relation to these additional Services and/or tests for your consideration and acceptance.

### 40. Price

If no time is stated for the payment of the Price on an invoice issued to you, then payment will be due on or prior to delivery (COD).

### 41. Specifications of Goods

- 41.1 We reserve the right to make any changes to the Goods found necessary due to the unavailability of Goods or which we or the manufacturer reasonably considers would improve the Goods, subject to any change not altering the function or nature of the Goods in a substantial or material way.
- 41.2 Specifications including (without limitation) performance, dimension and weight are approximate only and we shall not be liable for any error or inaccuracy in the specifications provided the error or inaccuracy arises from any of the circumstances described in clause 41.1 or which arises from a change made to the Goods by the manufacturer.

### 42. Return and/or cancellation of Goods

- 42.1 If we decide to accept a return of Goods that are not defective (which will be at our absolute discretion), such return will be subject to a handling and administration charge of \$25.00 or ten percent (10%) of the invoice value of the returned Goods (whichever is higher) and is limited to a maximum charge of \$500.00. Furthermore, for the avoidance of doubt, you will be responsible for all costs and expenses incurred by you in returning the Goods to us (including any freight charges).
- 42.2 Once any Goods are ordered, you cannot cancel the order without our consent. If we elect to accept your cancellation of the relevant order before the Goods are delivered, then you will be liable to pay us:
  - (a) subject to paragraph (b) below, the fees set out in clause 42.1; or
  - (b) where the Goods are of a nature set out in clause 42.3 then all costs incurred by us in ordering the relevant Goods (including any freight costs) that we may have paid or are liable to pay.

### 42.3 All:

- (a) electronic Goods; and/or
  - (b) specially sourced or special ordered Goods (being Goods are not generic, and specially ordered to your requirements or specifications),
- are non-returnable.

### 43. Warranties

- 43.1 Goods supplied by us are subject only to the then applicable manufacturer’s written warranty (if any) and, except to the extent prohibited by law, all other warranties with respect to Goods are hereby excluded.
- 43.2 Unless stated otherwise by us in writing, in the case of Services which comprise the supply of labour that is directly related to the supply of Goods (such as labour for the installation of the Goods):
  - (a) the Goods component is subject only to the then applicable manufacturer’s written warranty (if any) and, except to the extent prohibited by law, all other warranties are hereby excluded; and
  - (b) the labour component is warranted by us to be free from defects for the same duration and subject to the same terms and conditions as the then applicable manufacturer’s written warranty applying to the Goods (if any).
- 43.3 Unless stated otherwise by us in writing, in the case of Services performed on our behalf by a subcontractor, those Services are subject only to the then applicable subcontractor’s warranty (if any) and, except to the extent prohibited by law, all other warranties with respect to those Services are hereby excluded.
- 43.4 Unless stated otherwise by us in writing, in the case of Services which comprise the supply of labour, the Services are warranted to be free from defects for a period of six (6) months from the date of completion of the Services and except to the extent prohibited by law, all other warranties with respect to Services are hereby excluded. This warranty is conditional upon the following:
  - (a) You providing us with written notice of any claim pursuant to the warranty within the warranty period.
  - (b) Delivery at your expense of the components to us at an address nominated by us.
  - (c) Our satisfaction that the Services supplied by us were defective.
- 43.5 Any claim under the terms of the warranties set out in this clause 43 must be made by you at your own cost.