



Pro-Technology Pty Ltd
Terms and Conditions
ABN 20 006 737 435

TERMS AND CONDITIONS PROTECHNOLOGY PTY LTD

THIS WEBSITE IS OWNED AND OPERATED BY PROTECHNOLOGY PTY LTD (ABN 20 006 737 435)

- "Company" means Pro-Technology Pty Ltd trading as ProTech CNC. Its directors, employees, representatives, servants, contractors or agents, which is the Seller of the goods.
- "Purchaser" means the Purchaser of the goods or services.
- "Goods" means all products and, if any services, supplied by the Company to the Purchaser.

- The Purchaser agrees to be bound by these terms and conditions when you place an order with the Company.

- Each order the Purchaser places is a separate and binding agreement between the Purchaser and the Company with respect to supply of these goods in accordance with these terms and conditions.

- Where your order is affected by an error on the Website (for example, in relation to a description of Goods, an image, Price or otherwise), we will reject the part of the order that is the subject of the error. If applicable, the Company will proceed to fulfil the remainder of your order in accordance with these Terms and Conditions. If you are not satisfied with the partial fulfilment of your order, you can return your order to us in accordance with the Returns Policy.

- You acknowledge and agree that:
 - (a) all pictures and images of Goods displayed on the Website are for illustration purposes only, and the sizes and dimensions of Goods may differ in real life;
 - (b) you have read any corresponding written description of the Goods prior to submitting your Order;
 - (c) the colour of Goods as shown on the Website will vary as they are hard to replicate online. Please refer to our physical colour charts or contact us for a sample. Samples are provided at a cost and not for free.
 - (d) Where we provide information on the suggested uses of a product it is your responsibility to ensure the suitability of the item for your application prior to submitting your order (including whether the Good will be capable of delivery to your Delivery Address due to sufficient, appropriate and safe access);
 - (e) any accessory featured with the Goods is for illustration purposes only, and may be sold separately

- All delivery and pick up charges will be paid for by the Purchaser unless otherwise stated in writing by the Company.

- A 20% Part Payment must accompany the order from the purchaser, unless otherwise agreed to by both parties.

- Prices are quoted in Australian Dollars & are firm for 14 days - unless deposit paid in advance.
- Any and all goods are offered for sale on a goods supply only basis unless specified otherwise in writing and are not sold under a franchise agreement or implied franchise agreement.

- If any, or all, or part of this contract or products mentioned herein is deemed subject to any other taxes or duties at any time then the Purchaser accepts full liability for any and all such Taxes and Duties.
- This Quotation is not an obligation to sell but is an invitation to submit an order and no contractual relationship arises therefore until the Company has accepted an order. The Company reserves the right to accept any order in whole or in part or to refuse any order.

- Any warranties/licences offered or implied for any goods purchased are limited to the manufacturers standard warranties/licences only and are subject to the terms and conditions of such warranties unless specified otherwise in writing. Any implied warranty of merchantability fitness for particular purpose or other warranty of quality, whether express or implied by law is hereby excluded to the extent permitted by law.

- GST is NOT included on any prices, unless stated otherwise in writing and must be accompanied by company invoice.

- Goods are provided on the basis that the Purchaser has independently determined the suitability of the goods for the Purchasers intended purposes and or usage. The Company accepts no liability for the incompatibility of the product.

- Balance of Payment is STRICTLY prior to delivery and shipping.
- For Purchasers subject to Export/Import Situation, Freight, VAT, Customs, Ports or any other duties if applicable both within Australia or the country to which the goods are being shipped to, are not included in quoted prices unless stated otherwise in writing.
- In no event shall the Company be liable to the Purchaser or the Purchaser's servants agents or representatives or any third party, for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused, (whether based on tort or contract or otherwise) (whether in negligence or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of the goods or services or sales contract or as a result of the purchase of, or use of, or failure of, any or all of the above mentioned goods. Service/s or sales contract, except where liability is made non-excludable by legislation.
- In the case of goods or services supplied or offered by the Company, liability for breach of any implied warranty or condition which cannot be excluded is limited at the Company's sole option and discretion to either:
 - (a). The supply of the goods (or equivalent goods) or services again; or
 - (b). The payment of the cost of having the goods (or equivalent goods) or services supplied again.
- The remedies of the Purchaser set forth herein are exclusive, and the total potential liability of the Company arising out of any contract or from the manufacture, sale, delivery, resale, installation or use of any goods or products shall not exceed the purchase price of the goods or products upon which liability is based.
- A 20% restocking fee applies to the full invoiced price to all cancelled orders for all non-faulty purchases.
- The material on this Internet site is made available for the purpose of providing information to the general public and not as professional advice.
- All returns must be accompanied in its original undamaged packaging.
- Every care has gone into the preparation of the information on this web site;
- While we believe that the information within this site is accurate, we cannot guarantee the accuracy or reliability of the information as this information can change by the hour;
- We are not responsible for any errors or omissions in the information.
- We recommend that you review the information in the report and verify it internally within your own organization before using it.
- The Company reserves the right to change prices without notice.
- Any decision to implement a strategy or recommendation contained in the information on this web site is solely made by you. No claim may be made against us or any of our directors, officers, employees or agents for any loss or damage (arising through negligence or in any other way) which you may suffer by relying on the information on this web site.
- Before relying on the material, users should obtain appropriate professional advice relevant to their particular circumstances to evaluate its accuracy, currency, completeness and relevance for their purposes.
- Links provided to other Internet sites are provided for the user's convenience and do not constitute endorsement of the information at those sites. The Company accepts no responsibility for material contained in any site that is linked to this Internet site.
- Due to rapid changes in technology, information and other variables, specifications are subject to change without prior notice.
- Due to exchange rate fluctuations and other variables, prices and specifications are subject to change without prior notice.

- These terms and conditions supersede any prior or collateral agreement or understanding between the parties relating to the Subject matter hereof (including those that may be contained on the Purchasers order, which are inconsistent with the terms and conditions contained herein). Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect.

- Delivery Dates quoted in writing or verbally are approximations only. The Company accepts no responsibility for late delivery by a third party transportation.

- The customer will make available on machine delivery a 5 tonne Forklift with extended forks and a qualified forklift driver or suitable lifting equipment to facilitate unloading of goods.

- The customer will be responsible for all electrical requirements and recommendations are to be made by a licensed commercial electrician

- Manufacturing dependent on build specification may take 12-14 weeks. Excluding Delivery and public holidays

- The purchaser enters into a binding agreement upon payment of full or part deposit of 10% and has acknowledged the terms and conditions of this document.

- The company reserves the right to pursue the balance of any deposit not totalling 10% of the invoice price.

- An 18% interest charge will apply on any outstanding amounts.

- The Company will not be held liable for any loss incurred as a result of delay or failure to meet an accepted order or to observe any of these terms and conditions due to an event of force majeure, being any cause or circumstance beyond the Company's control, including but not limited to any failure or delay in performance caused by any strikes, lock-outs, labour disputes, fires, acts of God or public enemy or terrorism or acts of terrorist/s, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any Government or any semi-Government authorities or embargos.

- During the continuance of an event of force majeure affecting the Company, its obligations hereunder will be suspended and will resume as soon as possible after the cause or circumstance has ceased to have effect.

- These General Conditions are governed by, construed and enforced in accordance with the laws of Victoria, Australia. Disputes arising from these Terms & Conditions are subject to the exclusive jurisdiction of the courts of Victoria, Australia.

This document is subject to copyright, therefore cannot be copied, or transmitted in part or whole, without written permission.

- I have read, understand and agree to the terms and conditions of this sale.

- Acceptance of the company invoice and payment of goods will automatically agree to and accept the terms and conditions above