

GENERAL TERMS AND CONDITIONS

1. Every quotation is subject to withdrawal or alteration at any time before acceptance by the Company and no order is to be deemed to have been accepted by the Company until a formal acceptance is posted or delivered. The quoted price is based upon the cost of materials, labour and transport and upon the conditions existing at the date of this quotation. If there is any variation in such costs and conditions the price to be paid by the Buyer shall be varied and/or the time for delivery may be altered accordingly. The Company will nevertheless endeavor to supply in accordance with prices and conditions of the quotation.
2. If at any time before delivery by reason of any cause whatsoever beyond the control of the Company, the Company is prevented from making delivery at the time stipulated the Company shall be entitled to determine the contract and the buyer shall not in consequence have any claim for damages but without prejudice to the rights of the Company to recover all sums owing to it in respect of deliveries made or services performed prior to the date of such determination or to recover all payments made or expenses incurred by the Company in connection with the contract.
3. Except as provided in Clause 2 hereof after an official order has been accepted by the Company such order shall not be subject to cancellation without written consent of both parties.
4. In cases where the company accepts responsibility for delivery the buyer will be responsible for immediate examination of goods after arrival at destination and in the event of any goods arriving in a damaged condition must report the matter in writing to the Company. No claim for goods damaged in transit will be accepted unless made within three (3) days after arrival at destination. Unless expressly agreed, the responsibility of the Company ceases on goods being delivered to place of delivery.
5. Unless otherwise amended Queensland Mini Diggers warrants equipment sold by it in accordance with the standard warranty statement provided under the official order conditions. This warranty is given to the exclusion of all other warranties, conditions or liabilities whether expressed or implied by statute common law or otherwise, but is given subject to the Trade Practices Act 1974. Such warranty does not apply to replacement parts or if the equipment is second hand.
6. Prices are subject to Buyer's official order being for the whole amount mentioned in the quotation.
7. Quotations in respect of imported products and materials are based on costs which have been included in the price quoted and any variation between these and the costs the Company may ultimately be called to pay will be for Purchaser's account.
8. The customer agrees that the Company may give to and seek from any credit providers that may be named in a credit report issued by a credit reporting agency information about the customer's credit arrangements. The customer understands that this information can include any information about the customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
9. Queensland Mini Diggers reserves the right to request a non-refundable deposit for special machine modification or attachments required by the buyer. This deposit is payable at signing of a official order.
10. Normal trading terms are payment upon delivery ex works with title to the goods only passing upon payment in full.
11. Where the Equipment is second hand the Purchaser acknowledges that the Purchaser or an experienced officer of the Purchaser has fully inspected the Equipment and whether or not such inspection has disclosed any faults that there may be faults in the Equipment and that is accepted with all faults.
12. The Trade-in Equipment will remain at the sole risk of the Purchaser until such delivery and the Purchaser warrants that upon such delivery that the Trade-In Equipment will be sole and unencumbered property of the Purchaser and that no other party will have any interest therein by way of lease mortgage charge of otherwise whatsoever.
13. Unless otherwise stated this quotation is valid for a maximum period of 30 days.