

BRINTECH CUSTOMS Pty Ltd

GENERAL TERMS & CONDITIONS

PARTS (2023)

1 .Introduction

These General Terms and Conditions – Parts (2023) (the “Conditions”) shall, unless otherwise agreed in writing, apply to all sales of parts (the “Parts”) by any authorized member, agent or representative of the Brintech Group (the “Supplier”) to a purchaser (the “Buyer”). Supplier’s offers are non-binding until accepted and confirmed by a confirmation email, purchase order or online purchase issued by Buyer in compliance with these Conditions which is acknowledged by Supplier (any such acknowledged purchase order, a “Contract”). These Conditions shall form an integral part of the Contract. Buyer may not change or cancel any purchase order after it has been received by Supplier unless Supplier has agreed in writing to such change or cancellation.

2. Confidentiality and Intellectual Property

Neither party shall copy or disclose to a third party any document or data provided by the other party without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with the Parts or any document or data provided by Supplier in connection therewith shall remain Supplier’s property. Buyer shall defend, indemnify and hold harmless Supplier against all claims, losses and damages, including reasonable attorneys’ fees, arising out of or resulting from any reuse, modification, reproduction or publication of Supplier’s intellectual property documents or data.

3. Delivery, Acceptance and Returns

All references to trade terms shall be interpreted in accordance with the ACCC. Any date or period for delivery stipulated or quoted shall be deemed to be an estimate only. Packing materials shall not be returned to Supplier. Buyer shall be deemed to have accepted the quantity and quality of the Parts delivered by Supplier as being in accordance with the Contract unless Buyer has notified Supplier of any shortages or damage within three (3) days following delivery of the Parts. No returns of Parts will be permitted or allowed by Supplier unless agreed in writing.

Deliveries will be made by a carrier instructed by Supplier to the address stipulated by Buyer. Buyer must ensure that someone is present to accept delivery. If delivery is unable to be made after two calls by Supplier’s carrier, Supplier will notify Buyer to try and arrange an alternative delivery date. If Supplier is unable to contact the Buyer after ten (10) days from the first attempted delivery, the order will be cancelled and payments will be returned. Supplier will retain any charge made for delivery. Supplier may delivery Parts in instalments if they are not all available at the same time for delivery.

The Buyer must email Supplier for any returns at admin@brintechcustoms.com.au with details of (i) what is the reason for the return; (ii) Buyer details; and Supplier will make arrangements.

4. Payment and Ownership

Unless otherwise agreed, payment shall be made by bank remittance, Paypal, or credit card in the currency and to the bank account set forth in the Supplier's invoice before shipment of the Parts. Payment shall be made in full without any set off, counterclaim or deduction. Buyer shall pay Supplier all costs related to the collection of overdue amounts, including reasonable attorney's fees. Title to the Parts shall pass to Buyer only when payment in full has been received by Supplier. Any information given by us in relation to exchange rates are approximate only and may vary from time to time. Prices include Australian goods and services tax. If Buyer shows by their delivery address that they reside outside of Australia, we will either refund the amount charged as GST or not charge the GST in the first instance.

Buyer agrees that they have provided, and will continue to provide accurate, up to date, and complete information about themselves. This information is used to provide Buyer with the Parts.

5. Warranty

5.1 Supplier shall repair or replace, at its sole discretion, any defect in the Parts which appears during the warranty period as a result of defective material or manufacturing, provided that any replaced part shall upon Supplier's request be returned to Supplier at Supplier's cost. Buyer shall immediately take appropriate steps to prevent any defect from becoming more serious, and all warranty claims with respect to this warranty shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. Buyer shall have the responsibility to establish that its claim is covered by this warranty. Replaced parts shall become Supplier's property. Delivery of replaced or repaired parts will be made in accordance with the original Contract delivery terms. Any defected or warranted Parts that are repaired or replaced by individual/s or company/s external to the Supplier shall not be reimbursed and will void the original warranty.

5.2 The warranty period for all new Parts begins on the date of delivery and ends six (6) months from the date when the Part is placed in service or twelve (12) months from the date of delivery, whichever occurs earlier. The warranty period in respect of parts which have been repaired or replaced under warranty shall expire six (6) months following the date when (i) the repaired or replacement part is placed in service or (ii) upon the expiration of the warranty period applicable to the originally supplied Part as set forth above in this Clause 5.2, whichever occurs earlier. The warranty for repaired or replacement parts shall be subject to the same terms, conditions and limitations of liability as those applicable to the originally-supplied Part. Under no circumstances shall the warranty period of any part (whether as originally supplied or as repaired or replaced) extend beyond the date that is twelve (12) months following the date of commencement of the original warranty period as stipulated above in this Clause 5.2.

5.3 Supplier shall not be liable for any defect due to or arising in connection with: (1) any materials, components, tools, designs or software provided by Buyer; (2) negligence or willful misconduct of Buyer; (3) parts, accessories or attachments other than those supplied as Parts by Supplier; (4) improper service work, installation or alterations carried out by Buyer; (5) normal wear and tear; (6) use of unsuitable material or consumables by Buyer; (7) fluctuation in the grid; or (8) any use, service or operation of the

Parts which is not in conformity with manuals, instructions or specifications provided by Supplier or which is otherwise not in accordance with normal industry practice. If after Supplier's warranty investigation it is found that Buyer does not have a warranty claim within the scope of these Conditions, then Buyer shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced components or other service work.

5.4 THIS CLAUSE 5 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE PARTS AND IS IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED INCLUDING WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES AGAINST NON-CONFORMITY OR DEFECTS. BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION FITNESS FOR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY).

6. Supplier's Liability

6.1 IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (INCLUDING WITHOUT LIMITATION) FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE OR ANTICIPATED SAVINGS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPEMENT OR PARTS NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, COSTS OF DAMAGE TO GOODS OWNED BY BUYER, DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE PARTS DELIVERED HEREUNDER, COST OF LABOUR FOR THE REMOVAL OR REINSTALLATION OF THE EQUIPMENT OR PARTS OR ANY PART THEREOF, COSTS FOR ANY ADDITIONAL TESTS OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE. THIS LIMITATION ON SUPPLIER'S LIABILITY SHALL APPLY TO ANY LIABILITY FOR BREACH OF SUPPLIER'S OBLIGATIONS UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY OR OTHERWISE.

6.2 Notwithstanding any other provision of the Contract, Supplier's aggregate liability under the Contract shall not exceed thirty percent (30%) of the Contract price.

7. Export Controls

7.1 The parties agree that the Parts shall be delivered subject to all applicable export controls or restrictions imposed on technology and products by any country or organization or nation which are enforceable in the jurisdiction of Supplier. Buyer acknowledges that the Parts and all related technical information, documents and materials may not be imported or exported, re-exported, transshipped, traded, diverted or transferred, directly or indirectly, contrary to such controls or restrictions.

7.2 Buyer confirms that the Parts supplied will be used solely for peaceful purposes.

8. Duties, Taxes, Fees and Compliance with Laws

Buyer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by Buyer.

9. Governing Law and Arbitration

The Contract shall be governed by and interpreted in accordance with the law of Australia. Any controversy, claim or dispute between the parties hereto arising out of or related to this Contract shall be submitted to NCAT with one (1) arbitrator present. The arbitration proceedings shall be in the English language and shall take place in Sydney, Australia.

10. Entire Agreement

These Conditions, plus the additional agreed upon terms of the Contract (relating only to price, time and location for delivery, technical specifications and quantity of Parts to be delivered) contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Any service work to be provided by Supplier to Buyer shall be in accordance with Supplier's General Terms and Conditions – Service Work (2023). If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.



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