



Terms and Conditions of Sale



1 Scope of Supply

- 1.1 Supplies of products quoted by us or against an order received by us will be in accordance with the relevant manufacturer's standard written description, contained in their catalogues/data sheets or other specifications in an electronic format. If however our offer and your order (as a result of our offer) contain specifications, different from that contained in catalogues/data sheets etc. then the former will prevail.
- 1.2 Products are continually subject to changes and/or improvements in the light of new research and development, and the final product delivered may not be identical to that depicted or described in our catalogues/data sheets etc. However such changes will not degrade the products or substantially change them. Customers and users are to make their own judgement as to its fitness for use in their application and VGL Impex P/L does not make any recommendations as to suitability.
- 1.3 Supplies will be made as per the part numbers, descriptions, prices, terms and conditions in our offer and confirmed in your purchase order. In the event of inconsistencies between the part numbers/descriptions of our offer and your order, the former will prevail.

2 Price

- 2.1 The prices quoted or to be paid under an order, are as detailed:
 - The prices are for the quantity quoted or ordered and may vary if there is a change.
 - Customers should obtain from us revised prices for any changes in quantity and confirm acceptance by an amendment to purchase order.
- 2.2 Prices quoted do not include any goods and services tax (GST), which will be charged extra as per rates ruling on date of delivery. Customers agree to pay GST as applicable.
- 2.3 Prices quoted are duly packed ex-our works, 27 Station Street, Dandenong. Delivery charges to location nominated by buyer will be charges extra. Delivery charges will also be subject to GST as applicable.

3 Payment

- 3.1 Customers shall pay the full price of each item along with order or against delivery, unless provided otherwise in our offer.
- 3.2 In the event customer fails to make payment by the due date, VGL may suspend all further deliveries till such time as all overdue payments are made. This action will be without prejudice to our other rights, which we may have.
- 3.3 Goods supplied under an order will remain the property of VGL Impex P/L until such time as full payments for the goods have been made. Customer acknowledges that VGL has the right to recover goods when payment has not been made and will allow VGL unfettered access to place of storage for recovery of goods. Customer will not till such time as payment is made for goods, sell, pledge, modify or otherwise encumber such goods.

4 Acceptance

- 4.1 Goods supplied under an order will be deemed to have been accepted by customer unless VGL have been notified in writing within seven (7) days, as to the reasons for non-acceptance. Such reasons will only be accepted by VGL, if goods supplied are not in conformance with the order. Non-conforming supplies will be returned to VGL promptly carriage paid. Goods ordered that are deemed to be specials or modified will not be accepted for cancellation.

5 Packing

- 5.1 Goods will be packed for despatch consistent with commercial practices for such items.

6 Warranty

- 6.1 Goods supplied by VGL are warranted free of defective materials and/or manufacturing defects for a period of 12 months from the date of supply. This warranty will not apply to defects attributable to,
 1. Use of goods outside its design specifications.
 2. Improper handling or assembling and terminating procedures.
 3. Modifications to supplies without the knowledge and/or approval of VGL.The liability of VGL under warranty conditions will be limited to repair or replacement of product, and will not include liability for any loss or injury or consequential damages. Any liability will only be that contained in or implied by statute or rule of law of Australia. VGL will at its discretion replace or repair goods found defective during this 12 month period.
- 6.2 Unless otherwise agreed to, customer will return at its cost defective goods to VGL at its address in our order.

7 Patent/Copyright

- 7.1 Goods supplied against an order may have been redesigned or modified by VGL or its manufacturers to suit the specific requirements of the customer's applications. In such an event, the customer accepts that there may exist, copyright and intellectual property rights by VGL and or its manufacturer's in respect of such goods. Customer will therefore not divulge to any third party or copy any information in the form of drawings/software/technical information in electronic format etc. VGL may resort to legal means to address any such violation.
- 7.2 If however customer becomes aware of any claims that the goods supplied are the subject of any patent or intellectual property enforceable in Australia, it shall promptly notify VGL of such claims. The customer will provide all information to VGL to enable it to investigate the claims and to conduct any legal defence in respect of these claims.
- 7.3 VGL will however not be liable - if the customer uses or forced to be used products supplied, which may bring about a patent infringement - in the following cases,
 1. Use of the products in conjunction with other equipment not supplied by VGL.
 2. Modifications of products not authorised by VGL.
 3. Use of products by customer in an application completely beyond product design specifications.

8 Force Majeure

- 8.1 VGL shall not be liable for failure to perform its obligations under an order for reasons outside its control in particular natural disasters, strikes, wars, terrorist acts, transportation delays, material and fuel shortages in Australia or the country of manufacture of products.