



Silveri Engineering & Trading Pty Ltd

ABN: 45 626 479 169

ACN: 626 479 169

Est. 2018

BUSINESS & DELIVERY ADDRESS: 65 CHELMSFORD STREET WILLIAMSTOWN NORTH VIC. 3016

MAILING ADDRESS: PO BOX 472 WILLIAMSTOWN VICTORIA 3016

TERMS AND CONDITIONS

GOVERNED BY AUSTRALIAN COMMERCIAL LAWS

SILVERI ENGINEERING & TRADING PTY LTD TERMS AND CONDITIONS OF SALE

NOTE TO CUSTOMER - THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY SILVERI ENGINEERING & TRADING PTY LTD AT ANY TIME.

SILVERI ENGINEERING & TRADING PTY LTD MAY GIVE NOTICE TO THE CUSTOMER OF SUCH CHANGES AT ANY ADDRESS HELD FOR THE CUSTOMER (INCLUDING AN EMAIL ADDRESS) OR BY PUBLISHING THE CHANGED TERMS AND CONDITIONS ON ITS WEBSITE

Interpretation

In these conditions:

“Customer” means any entity, including an incorporated or unincorporated business or an individual (and where the context permits its employees, agents, and subcontractors) who acquires Goods or Services from Silveri Engineering & Trading Pty Ltd.

“Goods” means the products supplied by Silveri Engineering & Trading Pty Ltd to the Customer.

“Silveri Engineering & Trading Pty Ltd” means any entity lawfully trading under the Silveri Engineering & Trading Pty Ltd name and specified on either an invoice, order, tender document, or credit application form, including Silveri Engineering & Trading Pty Ltd or any entity which is a Silveri Engineering & Trading Pty Ltd and where the context permits, includes their employees, agents, subcontractors and assignees.

“Silveri Engineering & Trading Pty Ltd” means any entity trading as a e of Silveri Engineering & Trading Pty Ltd

"Services" means the services supplied by Silveri Engineering & Trading Pty Ltd to the Customer.

GENERAL

1. The Customer must pay to Silveri Engineering & Trading Pty Ltd all monies owing for the Goods and Services and associated charges, as set out in any invoice, order, agreement or tender document issued by or on behalf of Silveri Engineering & Trading Pty Ltd, unless otherwise agreed in writing.
2. An invoice will be issued to the Customer each time goods and/or services are supplied by Silveri Engineering & Trading Pty Ltd. Where the supply of goods and services have not been completed by each month end, or at such other stage of a particular supply when Silveri Engineering & Trading Pty Ltd reasonably determines it is appropriate to do so, a progress invoice may be issued to the Customer.



3. The Goods and Services are supplied subject to these Terms and Conditions, which shall prevail over all other conditions of the Customer's order to the extent of any inconsistency, and which shall not be varied or waived unless agreed by Silveri Engineering & Trading Pty Ltd in writing. These Terms and Conditions apply whether or not the Customer has an account with Silveri Engineering & Trading Pty Ltd.

QUOTATIONS

4. Unless previously withdrawn, a quotation is valid for 30 days or such other period as stated in it. A quotation is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise from it until the Customer's order has been accepted in writing by the Company which provided the Quotation.
 - 4.1 The Company will not be bound by any conditions attaching to the Customer's Purchase Order or acceptance of a Quotation and, unless such conditions are expressly accepted and executed by the relevant Company in writing, the Customer acknowledges that such conditions are expressly negated.
 - 4.2 Every Quotation is subject to and conditional upon obtaining any necessary import, export or other licence.
 - 4.3 The Customer accepts the Companies' Terms and Conditions of sale upon issue of their Purchase Order, the Customer acknowledges these Terms and Conditions to take precedence unless agreed otherwise in writing.

TERMS OF PAYMENT

5. The customer must not withhold payment of any amount by reason of any account query, dispute or claimed deduction.
 - 5.1 If the Company extends credit to the Customer, credit will be on general componentry, unless otherwise advised in writing by the Company.
 - 5.2 Payment for all goods sold must be made within the terms outlined in the signed Customer Credit Account Application, or otherwise
 - 5.3 communicated in writing by the Company. Interest shall be payable by the Customer on all amounts overdue to the Company at the
 - 5.4 rate of 3 (three) per cent compounded monthly from the due date until the date of full payment is received by the Company.

SUPPLY

6. The Company reserves the right to suspend or discontinue the supply of goods to the Customer without being obliged to give any reason for its action.
 - 6.1 Part Deliveries
 - 6.2 Each Company reserves the right to make part deliveries of any order, and each part delivery shall constitute a separate sale of goods upon these terms and conditions. A part delivery of an order shall not invalidate the balance of an order.

CUSTOMER'S CANCELLATION



7. Unless otherwise agreed in writing, the Customer shall have no right to cancel an order which has been accepted by a Company.
 - 7.1 If a right of cancellation is expressly reserved to the Customer, such right of cancellation must be exercised by notice in writing from
 - 7.2 the Customer to the Company with which the order has been placed not later than 7 days prior to the estimated date of shipment
 - 7.3 by the manufacturer or that Company as the case may be. Unless otherwise agreed between the Customer and Company, upon
 - 7.4 cancellation prior to shipment any deposit paid by the Customer shall be forfeited to the manufacturer or Company (as the case may be). Despite the cancellation of any order for any reason, the Customer must still purchase from the Company any goods ordered.
 - 7.5 by the Customer which constitute Exclusive Goods (whether in store, in transit or being manufactured) which were procured or
 - 7.6 ordered by the Company before such cancellation, unless otherwise agreed in writing by the Company.

GOODS RETURNS POLICY

8. The Customer is not entitled to a refund if the Customer simply changes its mind and wishes to return any unused Goods or to cancel an order. Any request for a refund in those circumstances within 30 days of sale or order will be considered by Silveri Engineering & Trading Pty Ltd but may be refused by Silveri Engineering & Trading Pty Ltd in its reasonable discretion.

Where a refund in those circumstances is agreed by Silveri engineering & Trading Pty Ltd in its discretion, a restocking fee of 20% of the value of those Goods will be charged to the Customer and deducted from any refund.

REPLACEMENT POLICY

9. Silveri Engineering & Trading Pty Ltd will replace any Goods if:
 - (a) Silveri Engineering & Trading Pty Ltd is satisfied that the Goods were defective in materials or in manufacture at the time of delivery of the Goods to the Customer; and
 - (b) The Customer gives notice to Silveri Engineering & Trading Pty Ltd at the address shown on the front of the invoice or other delivery documentation or at the address otherwise notified to the Customer, within 7 days of receipt of the Goods, of the alleged defects in materials or in manufacture: and
 - (c) The Customer returns the Goods to Silveri Engineering & Trading Pty Ltd at the expense of the Customer within 30 days of delivery, quoting invoice numbers.

The benefits to the Customer under this Replacement Policy are in addition to and are subject to any other rights and remedies which the Customer may have. If the Australian Consumer Law applies, the goods come with guarantees which cannot be excluded and



which entitle the Customer to a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. If the Australian Consumer Law applies you are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

LIMITATION OF LIABILITY & WARRANTY

10. Subject to clauses 6 and 8 of these Terms and Conditions, and to the extent permitted by the Australian Consumer Law, the Customer has no claim against Silveri Engineering & Trading Pty Ltd for any damages whatsoever arising out of the purchase or the use of the Goods.
11. Assuming that the Goods or Services sold by Silveri Engineering & Trading Pty Ltd are not for personal, domestic or household purposes, Silveri Engineering & Trading Pty Ltd's liability under any guarantee or warranty, whether express or implied by the Australian Consumer Law or other relevant legislation is limited to:

(i) in the case of goods, any one or more of the following:

- a) the replacement of the goods or the supply of equivalent goods;
- b) the repair of the goods;
- c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
- d) the payment of the cost of having the goods repaired; or

(ii) in the case of services:

- a. the supplying of the services again;
- b. or the payment of the cost of having the services supplied again; or
- c. in the case of a monetary claim in respect of goods;
- d. the cost of replacing the goods;
- e. the cost of obtaining equivalent goods; or
- f. the cost of having the goods repaired, whichever is the lowest amount.

The Company makes no express warranties under this agreement except that to the extent the goods supplied are covered by the manufacturer's warranty, the Company will pass on to the Customer the benefit of the manufacturer's warranty.

Upon discovery of any defect in the goods supplied by a Company the Customer shall immediately notify that Company in writing.

The Customer shall not carry out any remedial work to allegedly defective goods without first obtaining the written consent of that Company to do so.

The Company does not exclude or limit application of any provision of any statute (including Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of this clause to be void.

The Company excludes all conditions, warranties, and terms, whether expressed or implied by law or otherwise in respect of the goods which may apart from this clause be binding upon the Company, except any implied conditions and warranties the exclusion of which would contravene any statute or cause this clause to be void.



To the extent permitted by statute, the liability, if any, of the Company arising from the breach of any implied conditions or warranties

in relation to the supply of goods, shall at the Company's option be:

Subject to the Company's Inspection and Judgment; and Limited to repair only; or Limited to parts only. Labour and costs associated with any site works is to the Customer's account.

The Company excludes all liability to the Customer in negligence for acts or omissions of the Company, its employees, agents and contractors and all liability to the Customer in contract for consequential or indirect loss or damages, arising out of or in connection with this Agreement.

EXCLUSION OF WARRANTIES

12. Subject to conditions 6, 7 and 8, and subject to any statutory rights including under the Australian Consumer Law, Silveri Engineering & Trading Pty Ltd gives no warranties with respect to the Goods or Services supplied to the Customer. All warranties are excluded except where they are expressly given in writing by Silveri Engineering & Trading Pty Ltd and its suppliers, or except to the extent that any implied warranty cannot be excluded by law.

USE OF GOODS

13. (a) The Customer must only use the Goods for the purpose for which they were intended and must comply with all legal requirements of use and all directions of use by Silveri Engineering & Trading Pty Ltd or by the manufacturer of the Goods, whether provided to the Customer or posted on the Goods.

(b) The Customer must only employ competent trained staff to use the Goods and must ensure that all persons using the Goods are suitably instructed in the safe and proper use of the Goods.

(c) The Customer must comply with all Occupational Health and Safety laws relating to the use of the Goods.

(d) The Customer indemnifies Silveri Engineering & Trading Pty Ltd against any claim whatsoever arising from the Customer's improper use of the Goods, and any breach by the Customer of its obligations under this Agreement.

NO LIABILITY FOR DELAY

14. Subject to any statutory rights including under the Australian Consumer Law, Silveri Engineering & Trading Pty Ltd will not be liable for any delivery delay or any non-delivery attributable to transport delays, unavailability of Goods or other products, lockouts, holiday periods, or any other cause whatsoever which is outside the control of Silveri Engineering & Trading Pty Ltd. Where part delivery of goods is made, payment will be made for those goods which are delivered.

RIGHTS IN RELATION TO GOODS



17. In addition to non-payment by the Customer or other breach of these Terms and conditions, the Customer will also be in breach of these Terms and Conditions if the Customer becomes insolvent or passes a resolution concerning its bankruptcy, administration, receivership, or liquidation, or enters into any form of external administration.

COLLECTION/LEGAL CHARGES

18. The Customer agrees that if the account is not paid by the due date, the account may be lodged with a mercantile agent for recovery, and in such circumstances the applicant will bear an account surcharge of minimum 5% to cover the agent's commission. In addition, the applicant agrees to bear all legal costs and disbursements incurred in the recovery of the debt.

DEFAULT INTEREST

19. Silveri Engineering & Trading Pty Ltd may charge interest on any overdue amount at a rate equivalent to 3.0% p.a. above the business overdraft interest rate of its principal banker, as determined and calculated by Silveri Engineering & Trading Pty Ltd. Such interest will be payable on demand by Silveri Engineering & Trading Pty Ltd and for so long as it remains unpaid will compound monthly.

APPLICABLE LAW

20. The supply of the Goods and Services by Silveri Engineering & Trading Pty Ltd to the Customer is governed by the laws and courts of the state where the supply takes place.

NO WAIVER

21. These Terms and Conditions are not affected by any time or indulgence granted to the Customer by Silveri Engineering & Trading Pty Ltd.

INTELLECTUAL PROPERTY

22. All drawings, designs, specifications, inventions, devices, developments, processes, copyrights and other information or industrial or

intellectual property disclosed or otherwise provided to the customer by the company or otherwise and all rights therein will remain.

the property of the Company and will be kept confidential by the customer. The customer shall have no claim to, nor ownership.

interest in, any intellectual property. The customer acknowledges that no license or rights of any sort are granted to the Customer.

in respect of any Intellectual Property, other than the limited right to use Products purchased from the Company for the purpose they are supplied by the Company.

The customer warrants that any products manufactured, constructed, or supplied by the Company which are based in whole or in part upon designs, drawings, specifications, or information supplied by the Company or on behalf of the Customer shall not infringe any letters, patents or registered designs or any other industrial or intellectual property rights of any person.



PRIVACY

23. Silveri Engineering & Trading Pty Ltd will comply with the Australian Privacy Principles. A copy of the Silveri Engineering & Trading Pty Ltd Privacy Statement and Policy is available on request.

CONFIDENTIAL INFORMATION

24. All information furnished or made available by the Company to the Customer in connection with the subject matter of these Terms and Conditions or the supply of products shall be held in the strictest confidence by the Customer. The customer agrees not to use or disclose such information to others without the Company's prior approval.

