

## 1. Order Confirmation

No order shall be binding on Geo-Con Products Pty Ltd unless a written confirmation has been issued to the customer. Every contract of sale is subject solely to the following conditions and no variation or alteration shall be made unless expressly agreed in writing between the parties.

## 2. Prices, Quotations and Invoices

All quoted and printed prices for goods are firm for 30 days, unless specified in writing to the contrary. Prices quoted on items to be imported are subject to exchange rate variation, either way, based on the rate ruling on the date of invoicing. All prices are quoted ex-works and are net, being exclusive of GST, packing, freight, insurance, installation, calibration and commissioning unless expressly specified to the contrary. We reserve the right to correct any accidental errors or omissions on all quotations and invoices.

## 3. Delivery

Quoted, or advised delivery dates are given in good faith by way of estimate only, we shall accept no liability whatsoever for delays in delivery irrespective of the cause. Claims for shortages or errors will not be entertained unless notified to us in writing within 3 days of receipt of goods.

Ex-works orders collected by customers of their own accord will incur a minimum Packing and Handling charge of \$10 for orders less than \$500, and 2.5% of the value of the order for all orders over \$500. If Geo-Con is required to ship the goods with their carrier, there will be a single charge to include Packing, Handling and Shipping with a minimum price of \$25 excluding GST.

## 4. Amendments, Cancellations or Returns

Amendments to any orders will only be accepted by prior agreement. Orders cancelled before delivery will be subject to a cancellation fee. Orders cancelled after delivery will be subject to a re-stocking fee and in addition, the customer will pay for any packing, freight, carriage and insurance costs for both the original delivery and the return to Geo-Con's premises. Geo-Con will only be obliged to credit returned goods if they are in "as new" condition. Products **specifically** purchased, manufactured, machined or cut to size to the Buyer's requirements or specifications cannot be cancelled and are not returnable.

## 5. Warranty and Responsibility

Subject to the compliance to all installation, use, storage, maintenance and operating instructions, we will repair or replace any goods manufactured by ourselves in respect of defects arising solely from faulty materials or workmanship, providing they are returned to us within 12 months from the original date of dispatch from our premises. In the case of goods or parts not manufactured by us we will pass on to the customer the benefit of any guarantee or warranty received by us from the manufacturer in respect thereof in so far as such a guarantee or warranty shall be capable of assignment. Warranty does not cover glassware, porcelain or wearable or consumable goods. Freight costs are not covered by the warranty.

## 6. Repairs, Servicing, Warranty work, etc.

We are not responsible for damage occurring in transit to goods sent to us for repair or examination, nor for incidental damage to glass apparatus and delicate instruments in the course of repair, however caused. Goods being returned to us for repair, servicing or Warranty rectification shall be subject to the Procedure for Service as set out in the Geo-Con Quality Manual. Any goods returned for repair should be sent carriage paid (clearly labeled with the sender's name and address) together with the **Standard Service Form** fully detailing the work required and/or complete particulars and description of the fault or problem with the unit.

## 7. Property and Risk

The goods shall remain the property of Geo-Con until the price has been discharged in full. The price shall not be deemed to be discharged in full until such a time that all EFT payments, cheques etc., have been cleared at our BANK.

## 8. Inspection and acceptance

The Buyer shall inspect all goods upon delivery and shall within 3 (three) days of delivery, give notice to Geo-Con in writing of any matter or factor by which the Buyer alleges that the goods are not in accordance with the Buyer's order. Failing such notice the goods shall be deemed to have been delivered to and accepted by the Buyer.

## 9. Damage or Loss in Transit

Geo-Con shall not be liable for any loss or damage to goods in transit unless insurance has been requested. Any claims for damage or loss in transit will be subject to the freighters disclaimers. Goods accepted as being in good condition by the purchaser cannot be claimed as being damaged in transit at a later date.

## 10. Insurance

If requested by the purchaser or considered necessary by us we will arrange insurance which will be charged on the invoice. Geo-Con shall not be liable for failure to insure unless insurance was requested by the purchaser. If Geo-Con effect insurance we shall be under no liability to take proceedings for recovery of any loss or damage and shall be limited to the amount received by us or the value of the goods, whichever is less and from which deduction may be made for expenses.

## 11. Installation

Installation and commissioning of any equipment or apparatus will be done at the expense of the Buyer unless otherwise specified in writing by Geo-Con. The Buyer acknowledges that they do not rely in any way on Geo-Con in relation to the use or installation of the goods.

## 12. Terms of Payment

Payment for all orders shall be cash with order or as per established credit agreement. Orders from customers who require credit terms should complete our Credit Application form which is obtainable from our website, or will be supplied on request. Credit will only be given subsequent to the first order which will be cash only. Delivery of goods on the first order placed after applying for credit will only be executed after the credit application has been approved and a credit limit established. Our credit terms are net 30 days. Credit Card payments will incur a 2% surcharge.

**13. Catalogues / Technical Descriptions.** All illustrations and specifications of Geo-Con catalogues or Technical specifications are based on the latest information available at the time of the publication. However, with our policy of continuous development of products, Geo-Con reserves the right to change, improve, alter and delete models without notice.