

Terms and Conditions of Sale

1. Basis of contract

Salient Pty Ltd, hereafter referred to as the Seller, shall sell and the Buyer shall buy on the basis of these terms and conditions to the exclusion of any other terms and conditions. Any variation must be agreed in writing between the Seller and the Buyer. If any provision within these Terms and Conditions is held to be invalid by a competent authority, then the remainder of the provisions shall not be affected thereby. The laws of the State of New South Wales shall govern the contract.

2. Price Validity

All prices quoted are valid for 21 days unless otherwise stated. Quotations are based on current production costs and are subject to amendment by Salient to meet any cost variation or general price change between the date of quotation and the date of execution of the order

3. Price and payment

Unless otherwise stated, the price of goods is ex-works with the standard warranty as detailed in the quotation. The Buyer shall pay fifty percent of the price of the Goods including GST on the date of acceptance of the Contract notwithstanding the fact that ownership of the goods has not passed to the Buyer. Time for payment shall be of the essence of the Contract. Final Payment to the Seller for the price of the goods shall be paid the same day upon completion of the work undertaken or supply of the goods.

If the Buyer fails to make payment of any part when due (or dishonours a cheque) then without prejudice to any other rights, the Seller shall be entitled to demand the balance immediately (irrespective of any earlier arrangements) and charge the Buyer interest (both before and after judgment) at 2% per month until payment is made (part of a month treated as a full month for calculating interest).

Acceptable payment options are cash, electronic funds transfer (EFT), personal cheque, bank cheque, postal note, and credit card. Payment using either Mastercard or Visa Card will attract a surcharge of 2.4% of the order total. (International credit card surcharge = 3%)

The Seller reserves the right to re-issue its price list at any time, and to refuse to accept orders at a price other than at the price stated on the price list in force at the time of order.

The Seller reserves the right to vary the specification or withdraw from offer any of its products without prior warning.

4. Cancellation

Orders may not be cancelled by the Buyer without the acceptance in writing of the Seller and on the terms that the Buyer will indemnify the Seller in full against all loss (including loss of profit), damages, and expenses such as work completed to date and all materials purchased as a result of cancellation.

5. Stock Availability

If a Product is "out of stock" when the Seller processes an order, the Seller will contact the Buyer to discuss revised delivery times or refund options.

6. Delivery

Any delivery dates quoted are estimated and the Seller shall not be liable for any delay in delivery howsoever caused. Time of delivery shall not be of the essence. If after notification that goods are ready for collection the Buyer fails to collect within a reasonable time the Seller may charge for storage or sell the goods if possible at the best price readily obtainable (after deducting storage and selling costs) and seek the difference from the Buyer.

Any claim for damage in transit must be notified to the Seller in writing within 48 hours of delivery.

All orders will attract a delivery charge as set out in the quotation.

7. Installation

Unless otherwise stated in the quotation, pricing excludes installation of the goods. The Buyer is free to use whichever Installation Contractor he chooses. If the Seller introduces a Contractor to the Buyer, it is done without any responsibility on the Seller's part. Where the Seller invoices the installation costs it does so as an Agent of the Contractor and does not become responsible for the installation. The Buyer undertakes to obtain any permission required from landlords, government authorities, etc. in relation to the installation and use of the goods without relying on the Seller in any way.

8. Risk and Title

Risk will pass to Buyer when goods have been delivered to Buyer as specified in contract or the Buyer has been notified that the goods are ready for collection. Title will remain with Seller until the Seller receives full cleared payment. Until such time, the Seller can require the Buyer to return the goods, failing which the Seller is entitled to free access to the goods and be at liberty to sell or otherwise deal with or dispose of the goods in a manner that it may deem fit.

9. Warranties

The Seller warrants that the goods will be free from defects in material and workmanship for a period nominated in the quotation commencing from their date of delivery. This agreement is not renewable. All other liabilities express or implied are hereby excluded, for example defects arising from fair wear and tear, abnormal operating conditions, failure to follow the Seller's instructions (oral or in writing), misuse, alteration, or repair without Seller's approval. The Seller is not liable for costs related to the removal, installation, or field troubleshooting of the Product.

The Buyer shall contact the Seller during the warranty period to obtain authority for service under warranty. The goods must then be returned carriage paid by the Buyer in original packaging at the Buyer's risk. Provided that the Seller through inspection establishes the existence of such a defect and that it is covered by this Agreement, the Seller will at its option repair or replace the goods and return carriage paid by the Seller.

Any onsite service requested by the Buyer is chargeable unless an on-site service contract is in place.

The Seller shall be under no liability if the total price of the goods has not been paid by the due date for payment.

10. Specification

No employee or Agent of the Seller is entitled to make representations as to the goods unless confirmed by the Seller in writing. The Buyer acknowledges that he acts upon such unconfirmed representations at his own risk and accordingly the Seller will not be liable for any claims thereby arising, including conditions of merchantability and fitness for a particular purpose. As products are subject to continuous technical development the Buyer should obtain confirmation in writing of any specifications that are important to his needs. Any typographical, clerical or other error or omission in sales literature, quotation, acceptance of the order, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

Claims by the Buyer based on quality or condition of goods or their failure to correspond with specification shall be notified in writing within 7 days from the date of delivery else the buyer will not be entitled to reject the goods and will be bound to pay the Seller as due. Where any claim is valid the Seller shall be entitled to replace the goods (or the part in question) or at the Seller's sole discretion refund the price (or the proportionate part) and the Seller shall have no further liability.

11. Liabilities of Seller

Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty, condition, or term or any duty at common law or under any express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller or otherwise) which arise out of the supply of the goods except as expressly provided for in these conditions. All warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Seller shall not be deemed to be in breach of contract if any failure to perform was due to a cause beyond the Seller's reasonable control such as acts of god, war, strikes, power failures and alike.

12. Insolvency of Buyer

If the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administrative order, becomes bankrupt or goes into liquidation, or the Seller reasonably apprehends such an event and notifies the Buyer accordingly, then the Seller shall be entitled to cancel the contract without any liability to the Buyer and seek to recover damages as per provision 4 above. If goods have been delivered and monies are owing then payment will become immediately due notwithstanding any previous arrangement.

13. Intellectual Property (IPR)

The Buyer agrees to preserve the IPR of the Seller at all times, and that no contract for supply of goods involves loss of IPR by the Seller unless expressly offered as part of the contract by the Seller.