

Standard Terms and Conditions of JEA Technologies Pty Ltd

Special Conditions

In the event of a customers order containing Terms and Conditions that are at variance with JEA's Terms and Conditions, JEA's Terms and Conditions will apply to such orders, unless JEA has specifically agreed to variances to JEA's Terms and Conditions when quoting the customer.

Prices

All prices quoted by JEA are valid for 30 days from date of quotation, unless otherwise stated on the quotation. Whilst every endeavour has been made by JEA to ensure the accuracy of quoted prices, no responsibility is accepted by JEA for any errors and omissions.

GST

All prices quoted by JEA are EX GST.

Delivery Charges

A nominal delivery charge will be applied to each order. Where a customer requests multiple shipments, the delivery charge will be made for each shipment.

Delivery

JEA will use its best endeavours to meet our quoted and confirmed delivery dates, but cannot accept any liability whatsoever for failure to do so, and failure to meet a delivery date shall not prejudice any contracts as regards other deliveries.

Shortages or Damage in Transit

JEA must be notified within 3 working days of receipt of goods, or in cases of non-delivery of date invoice is received, of any shortages or damage in transit.

Order Cancellations or Re-schedules

Order cancellations or re-schedules can only be accepted after prior negotiation and agreement. Where goods have been ordered specifically for a customer (non stock items), no order cancellations will be accepted.

Settlement Terms

30 days from date of invoice, unless otherwise agreed at time of quotation. These credit terms are subject to receipt of satisfactory credit references. Title to goods remains with JEA until outstanding monies are paid in full.

Returns

No returns can be accepted for credit unless previously agreed to by JEA through the issue of a Return Authorisation Number. Only stock items are eligible for return and an administration fee of \$100.00 will be levied on all returns. All returned goods must be in original, unopened packaging and be undamaged. Returns can only be considered up to 30 days from original invoice date. All freight costs of returned goods to be borne by the buyer.

Warranties

JEA passes on the warranties from the manufacturer of the products, and these vary from product to product. At our option we will replace, repair or refund the purchase price of any item returned and proved to our satisfaction to be faulty, subject to a claim being made within the manufacturers warranty period. The warranty does not include, and no liability is accepted in relation to, consequential damage, injury, or loss of revenue arising from defective items, whether such a claim arises in contract or otherwise. Any claim under guarantee must be made to us in writing. The goods in question to which the claim relates must be returned to us within the manufacturers warrant period, suitably packed, carriage paid, and accompanied with proof of purchase and details of nature of defect. If these requirements are not complied with our guarantee shall not apply and we shall be discharged from any liability in this matter. Software programs are supplied on the strict understanding that the seller does not guarantee the intellectual contents to be free from errors.

Copyrights and Patents

Products sold by JEA may be the subject of patents or other legal protection. JEA accepts no liability for infringement of any such rights.

Liability

The purchaser shall be responsible for ensuring the fitness of purpose of the product for the purchasers application. JEA accepts no liability in respect of loss arising from errors in the information provided to the purchaser. In no event shall any breach of contract or tort or negligence or failure of any kind on our part or that of our employees be accepted as liability for loss of revenue or consequential loss or damage arising from any cause whatsoever.

JEA TECHNOLOGIES PTY LTD

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COMMERCIAL CREDIT ACCOUNT APPLICATION

Company Name..... Date.....

Invoice Address..... Delivery Address.....

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Post Code..... Post Code.....

Telephone..... Fax.....

No of Employees..... Annual T/O \$..... Credit Limit Sought \$.....

Proprietary Company – ABN No..... Date Established.....

Partnership – Partners..... Date Established.....

Sole Trader – Owners(s)..... Date Established.....

Other – Please specify..... Date Established.....

Trade References

Note: These trade references should reflect the amount of credit requested.

Company Name:..... Address:.....

1)..... Tel.....

..... Fax:.....

2)..... Tel.....

..... Fax:.....

3)..... Tel.....

..... Fax:.....

Bank Details

Bank:..... Branch.....

As an authorized officer of The Company, I hereby agree to JEA's Standard Terms and Conditions of Sale and I authorize JEA to make any credit enquiries whatsoever through sources deemed relevant and for those sources to supply information.

Signature..... Position Held.....

Name (Please Print).....