



Durst Industries Pty Ltd

ABN 51 607 996 627

Terms and Conditions

GENERAL

All orders for products will be accepted by Durst Industries Pty Ltd ABN 51 607 996 627 (“Durst”) subject to these terms and conditions. Any person, entity or corporation placing orders for goods/products with Durst (“Customer”) is bound by these terms and conditions. No other terms or conditions will apply to the supply of products by Durst unless they are accepted in writing by Durst.

PRICES

Whilst Durst will try to maintain prices specified in the website, Durst reserves the right to change the price of any product without notice. Non-website items will be sold at the prices set out in the relevant quotations supplied by Durst. Any prices quoted in writing by Durst will be for a period of 14 days from the date of the offer. All prices specified by Durst in the website include goods and services tax (GST).

PAYMENT

For approved account Customers payment is due no later than 30 days from the end of the month in which the products were invoiced, without any deductions whatsoever. Otherwise payment by cash, credit card, subject to authorisation, or direct deposit is required with order prior to delivery. Any subsequent refund of orders paid for by credit card will be made to the relevant credit card account. Cheques and postal orders must be made out Durst Industries Pty Ltd and crossed. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, Durst will be entitled to cancel any unfilled order or suspend any further deliveries until the account is in order, withdraw credit facilities or adjust the Customer’s credit limit and interest at the rate of 18% per annum payable daily will be charged to all outstanding invoices not paid within terms. If legal action is taken to recover monies due to Durst, the full balance on the account becomes due and payable and Durst reserves the right to charge the Customer all fees incurred in such proceedings.

PRODUCT AND AVAILABILITY

Durst is constantly reviewing its product range. New products are added and Durst reserves the right to discontinue any product or to change its design at any time. Durst will not be liable in any circumstances for a failure to supply any product ordered by the Customer.

ORDERS

Durst reserves the right to decline to trade with any company or person without giving reasons for doing so. To avoid duplication, written confirmation of telephone orders must be clearly marked "Confirmation only". Durst will not accept liability for orders not so marked and duplicate orders will be charged accordingly. Durst will use reasonable endeavours to meet delivery estimates but in no circumstances shall it be liable to compensate the Customer for non-delivery or late delivery.

MINIMUM ORDER VALUE

Durst has a minimum order value of \$75.00.

ORDER AMENDMENT, SUSPENSION AND CANCELLATION

Orders can only be modified, suspended or cancelled after prior negotiation and agreement and the Customer must indemnify Durst in respect of any expenses incurred by Durst relating to the modification or cancellation of any order. A restocking fee of 20% will apply.

BACKORDERS – ACCOUNT CUSTOMERS ONLY

Products not in stock at the time of receipt of the order by Durst, will automatically be placed on backorder, unless otherwise requested.

EXPORT ORDERS

Customers are responsible at their expense for obtaining any licence and complying with any export regulations in force within this country and the country for which products are destined. Payment of overseas export orders is via Telegraphic Transfer prior to goods being despatched. (bank fees may apply in addition to order value and freight).

DELIVERY

In order to keep freight cost as low as possible, Durst has negotiated low freight rates. Durst reserves the right to charge the freight cost to the Customer unless other arrangements have been pre-arranged. Durst uses these preferred carriers unless specifically requested by the Customer. If the Customer requests a specific carrier, we cannot guarantee access to the despatch dock without prior notice. All freight costs for specific carriers cannot be prepaid; they must be "Freight Collect". For "Freight Collect", insurance responsibility for the products passes to the Customer once product has been passed to their carrier.

Insurance on freight is optional and endorsed by Durst to cover the possibility of goods damaged in transit. Durst does not accept responsibility or offer replacement of damaged goods free of charge under any circumstances. Goods damaged in transit are not covered by Warranty.

SHORT DELIVERIES

All claims for short deliveries must be received by Durst office within 5 Days from receipt of goods. No claims for short delivery can be recognised after this time.

INSPECTION, DEFECTS AND NON-DELIVERY

The Customer must inspect the products as soon as is reasonably possible after delivery and Durst shall not be liable for any defect in the products or shortages in delivery unless written notice is given to Durst within 14 days of delivery. In the case of non-delivery, the Customer must notify Durst immediately the invoice is received, otherwise no liability can be accepted. Any liability of Durst for non-delivery or defective products shall be limited to, at Durst' discretion, replacing or repairing the products within a reasonable time or to refund any monies already paid in respect to the products. The Customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception.

RETURNS

The Customer must telephone the sales office prior to returning any products. A Return Authority Number (RAN) will be issued in approved cases and details including the original invoice number and date of purchase must be supplied by the Customer. Any product returned must be received by Durst within 14 days of the original delivery and must be undamaged and unaltered and in original packaging. Claims over 14 days cannot be recognised. Certain products (including software and books) are excluded from the right of return and may not be returned under any circumstances. Approved returns will be repaired or replaced only. The Customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception and a restocking fee of 20% applies.

RETENTION OF TITLE

Title of goods shall only pass to the buyer following full payment of the relevant Durst invoice. Durst reserves the right to reclaim these goods from the Customer's premises if the invoice is not paid within the terms of this contract and the Customer hereby gives consent for the authorised agent or representative of Durst to enter the Customer's premises for this purpose. The Customer shall not have any power to mortgage, charge or encumber the goods whilst in its possession or otherwise until payment in full has been made.

WARRANTY

Durst will endeavour to transfer to the Customer the benefits of any warranty or guarantee given to it by other manufacturers of products. Any defects which under proper use, appear in the goods within a period of three months (unless otherwise stated by Durst) and which are due to faulty materials, workmanship or design will be made good by Durst either by repair or at Durst' discretion replacement (which is Durst' sole obligation and the Customer's sole remedy under this provision). Durst shall not be liable for defective goods if the defect arises because the Customer has:

- Repaired or altered the goods without written consent of Durst' authorised officers or
- Subjected the goods to conditions outside the manufacturer's stated instructions on storage, usage, installation, use or maintenance.

Any goods replaced or repaired under this clause will be guaranteed on these terms for any unexpired portion of the warranty period given on the original products.

REPAIRS NOT UNDER WARRANTY

Prepayment quote fees apply. Products deemed NOT to be under warranty will be accepted only on the basis of an estimation of a cost quotation is accepted of \$75.00 before repairs are commenced. Durst will contact the customer after completing the estimated cost of repair with the quotation. Once agreement on the quotation is accepted and an official order is received, an invoice will be forwarded to the customer. When payment is received, the repairs will then be carried out.

LIABILITY

Durst shall not be liable to the Customer for any indirect or consequential damages, loss, expense or claims for consequential compensation whatsoever which arises out of or in connection with any Contract. To the fullest extent permitted by law, the Customer releases Durst and associated entities from and against all liability whatsoever for any injury, loss or damage sustained by the buyer howsoever arising.

INTELLECTUAL PROPERTY RIGHTS

Any claim from the sale which may allege infringement of trade marks, trade names, patents, copy or property rights of other parties, shall be directed immediately by the buyer to Durst and the buyer will give every assistance to Durst in connection with such claim. The buyer will not itself, deal with, or compromise any claim which may occur.

PRIVACY

Durst endeavours to protect your privacy by:

- Only collecting information from those with whom we deal which is necessary for our business to adequately service our customers.
- Except where the law says otherwise, the only external organisations having access to this information are approved mailing houses which mail our marketing material to our customers or credit card/credit reference companies for finance approval.
- We do not use any personal information we have collected for any other purposes without seeking the individual's permission.
- We will take reasonable steps to ensure personal information on our database is accurate and complete at all times.
- We will hold the information indefinitely so future marketing material can be sent to the individual. If you do not wish to receive this material in the future, please email sales@durst.com.au to have your details removed.
- Personal information will not be disclosed to any organisation or individual who has not given a commitment to deal with such information in a way, which is consistent with the National Privacy Principles.

- All information is securely held by the organisation to prevent tampering, interference by outside sources or unauthorised use by employees or agents of the organisation.
- Individuals can access the information that our organisation holds on them in accordance with the National Privacy Principles.
- If an individual believes the information we hold on them is not accurate they have the right to apply to the organisation to have that information corrected.
- A Privacy Officer has been appointed to assist all individuals with requests for access to information or concerns about the handling of their information. That person may be contacted via email sales@durst.com.au or you may forward such requests in writing to Durst Industries Pty Ltd., 189 St Johns Road, Glebe NSW 2037.

DISCLAIMER

Specification and particulars in relation to products referred to in Durst' website are subject to change without prior notice. Some photographs contain samples units and shipment product may vary in colour and look. Durst will not be held liable for any errors or omissions.

FORCE MAJEURE

Durst will not be in breach of its contract with the customer for any delays in performing, or failure to perform, its obligations under these terms and conditions if delays or failure were due to any cause or circumstance beyond Durst' reasonable control (which shall include, but not be limited to, government actions, war, fire, explosion, flood, acts of terrorism, import or export regulations or embargoes, labour disputes or the inability to obtain or a delay in obtaining supplies of products). Durst may, as its option delay the performance of, or cancel the whole or any part of a Contract.

RELATIONSHIP

During the term hereof, the relationship between Durst and the buyer is that of vendor and purchaser. The buyer, its agents, employees, and dealers, under no circumstances will be deemed to be agents or representatives of Durst, nor will any of them have the right to enter into any contracts or commitments in the name of Durst or otherwise to bind or commit Durst.

JURISDICTION

This agreement shall be governed by the law of New South Wales. The parties to submit all disputes to the exclusive jurisdiction of the courts of New South Wales, Australia.