



MIDWEST VALVES & CONTROLS

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CONDITIONS OF QUOTATION AND SALE

1. **GENERAL.** The giving to us of an order for goods and/or services implies acceptance of the following conditions which may be varied only in writing by Midwest Valves & Controls' authorised representative.
2. **VALIDITY.** Unless otherwise stated therein all quotations and tenders are issued subject to confirmation by us on receipt of order.
3. **PRICE.** For imported goods prices are quoted based on prices quoted to us together with freight, insurance, exchange, duties and other costs of importation known to us at the date of the quotation. In the case of goods obtained by us in Australia, prices are quoted based on prices quoted to us, freight, insurance and other costs of execution of an order for those goods known to us at the date of quotation. If between the date of quotation and delivery of the goods a rise or fall shall occur in any of these costs then we reserve the right to vary pro-rata the price of the goods made by acceptance of the quotation Unless stated otherwise prices quoted are for delivery from our Gulgong store.
4. **GST.** Our prices are subject to the addition of the Goods and Services Tax.
5. **PAYMENT.** All prices are net cash unless otherwise stated. Property in the goods will pass upon payment of the price in full.
6. **DESPATCH.** We will use our best endeavours to despatch on the date specified, but will accept no responsibility nor shall a contract be cancelled for failure to do so. Our handing over of goods ordered to a carrier or other transport body constitutes delivery and loss or damage after delivery is the responsibility of the customer. If requested by the purchaser we shall insure goods in transit according to his written instructions at his expense.
7. **PRODUCT GUARANTEE.** Our guarantees are limited to the full benefits of any guarantee given by our suppliers. No other guarantee shall be implied and we assume no liability beyond that expressed above.
8. **CONSEQUENTIAL DAMAGES.** Midwest Valves & Controls shall not be liable for any damages or expenses suffered by the purchaser, its agents or servants, arising out of, or in connection with, work done or goods supplied by it.

9. DESCRIPTIVE MATTER. All information contained in drawings, catalogues, photographs and other illustrations or advertising matter represents generally the subject matter but shall not be taken as necessarily representing the goods the subject of an order and shall not form part of a contract.

10. ACCEPTANCE. Contracts and orders are only accepted upon and subject to these conditions of quotation and sale.

11. CANCELLATION. Subject to the above conditions, any contract arising from Midwest Valves & Controls quotation will have the following requirement for cancellation. The buyer shall have no right to cancel except with the consent in writing of Midwest Valves & Controls and in such case we reserve the right to charge for all costs incurred.

12. LAW. These conditions and any contracts incorporating them shall be governed by the laws applying within New South Wales and subject to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

Applicable from 6th May 2010.