



TERMS AND CONDITIONS OF SALE

Introduction

Our General Terms and Conditions of sale exclusively apply to contracts between Colussi Engineering Pty Ltd and our clients. Please read these terms carefully. By placing an order with Colussi Engineering Pty Ltd, it is accepted that you have read, understood and agreed to our terms and conditions.

In these terms:

- "us" or "we" or "our" is a reference to Colussi Engineering Pty Ltd .
- "you" or "your", means anyone who places an order with us
- "Order" means an offer made by you in response to an invitation to treat made by us.

For further enquiries please contact us on +61 2 9817 5433 or email us at info@colussigroup.au

We reserve the right to change these terms and conditions at any time.

1. Orders

- 1.1. Orders can be made over the phone, in person or by email. Please do not email your credit card details as we will not be responsible for the security and privacy of information sent this way.
- 1.2. You must choose carefully as refunds are not normally provided where you have simply changed your mind, made a wrong selection or simply found the item cheaper elsewhere.
- 1.3. You acknowledge that:
 - (a) the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by us for reasons beyond either parties' reasonable control;
 - (b) we may act on and process all completed electronic instructions transmitted or issued to us without further consent from or reference to you; and
 - (c) we may treat an electronic instruction as authentic and are under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
- 1.4. If your Order is not accepted by us, we will contact you and arrange for a full refund of any payment made by you.
- 1.5. We may at our sole discretion, accept or reject any offer made by you for any reason, including an error in the advertised price for, or description of, the products, or an error in your Order.
- 1.6. Any representations made about stock availabilities are accurate to the last known stock level and are subject to change. If we cannot supply a particular product, we will notify you by email as soon as possible.
- 1.7. We will be deemed to have accepted your Order on issue of a tax invoice to you for the sale and/or on the fulfilment of your Order.

2. Price

- 2.1. Prices shown are in Australian dollars and include GST where applicable. Prices do not include delivery and handling charges and are subject to change.
- 2.2. We will offer each product for sale at the listed price until sold, or where a date is specified, until the specified date.
- 2.3. The validity on quotes will be 30 calendar days unless stated otherwise. We reserve the right to withdraw quotations in writing before the end of the validity.
- 2.4. We reserve the right to correct any errors.

3. Payment

- 3.1. All payments must be made in full.
- 3.2. If credit facilities have been approved by us, payment shall be due and payable by you by the last business day of the calendar month following the month in which the invoice was issued.
- 3.3. We reserve the right to terminate all or part of your Credit facility at any time and to require full payment with orders and services prior to delivery.



- 3.4. Credit may be withdrawn should the authorised credit limit be exceeded. Interest will be charged by us on overdue balances at the prevailing cash bank rate, as stipulated by the Reserve Bank of Australia, plus 2% from the date the payment was due until actual payment is received.
- 3.5. Ownership of products will remain with us until payment is received in full. At all times, we shall be entitled to recover from you the value of the Products supplied to you but not paid for.
- 3.6. All transactions paid by MasterCard or Visa Card will attract a 1.6% surcharge, while payments by AMEX Cards attract a 1.6% surcharge. Payments made with Debit Cards through cheque or savings accounts will not attract any surcharge. International transactions will incur additional \$35AUD fee per transaction.
- 3.7. Without limiting any of our other rights, we reserve the right to withhold further deliveries of Products or Services until all arrears from you have been paid.
- 3.8. You agree to pay all costs incurred by us in collecting any payments owing by you which are not paid when due, including commission charges by collection agencies, and legal costs and disbursements on a solicitor/client indemnity basis in relation to the collection of such payments.
- 3.9. The customer will be advised by phone and/or email when the goods are ready to be picked up. If the goods remain uncollected for 28 days after the invoice date, the customer will be notified by a letter and email and a storage fee of \$20+GST per day will be payable. After 5 months of the first written notice, the customer will be notified by email and letter of our intention to sell the uncollected goods by auction after 28 days. A Final statement detailing the original invoice, storage costs, auction fees, admin costs and freight costs will be sent to the customer by a letter and email.

4. Supply and Delivery

- 4.1. Subject to you complying with these terms and acceptance of your Order by us, we will sell and supply the Products to you as shown on your Order confirmation.
- 4.2. A delivery charge (to be calculated at the time) will be added at the time of purchase to all deliveries.
- 4.3. We require that you or another responsible person sign for the delivery at the delivery address, unless other arrangements have been made in writing. In the event that you or another responsible person are unable to sign for the products on delivery, we will not deliver the products. You may be liable for a further delivery charge for second and subsequent deliveries.

5. Title and risk in goods

Title and risk in the products, such as loss and damage, pass to you on delivery or collection.

6. Damaged or Faulty Products and Refund Policy

- 6.1. All products sold by us are covered by the manufacturers' warranty that accompanies the Product unless otherwise stated.
- 6.2. If any Product ordered by you arrives damaged or is not of acceptable quality, you may have:
 - (a) legal rights and remedies in Australia under the *Australian Consumer Law 2010* (ACL) and other rights under other consumer laws applying in each Australian State and Territory; and/or
 - (b) to have the product repaired or replaced or to receive a refund of the price paid by you for the product.
- 6.3. If the defect in the product constitutes a major failure within the meaning of the ACL, you are entitled to choose between either a full refund or a replacement product. Any replacement products must be of the same type and value as the product purchased.
- 6.4. Your right to a replacement product is also subject to availability. If a replacement product is not available, we will provide you with a full refund.
- 6.5. If the defect in the product is a minor failure within the meaning of the ACL we may, at our absolute discretion, offer you either a full refund, a replacement product or to repair the product.
- 6.6. Please choose carefully as we will generally not provide you with a refund or exchange simply because you changed your mind. If you change your mind about a product ordered and supplied to you, you may request a refund within 7 days of receipt of the Product. Any delivery charges in this instance will not be refunded. We retain the right to refuse to provide you with a refund if you change your mind.
- 6.7. We will not provide refunds for your change of mind in relation to a Product which has been custom made for you.
- 6.8. All deliveries should be inspected for missing or damaged goods by the buyer before signing for the delivery. Any claims for missing or damaged products must be reported to Colussi Engineering within 3 (three) working days for the claim to be considered. All claims should be sent by email to info@colussigroup.au. accepts no liability for any damages that may occur in transit.
- 6.9. Returns can be sent to Colussi Engineering Pty Ltd at 53 College Street Gladesville NSW 2111. We are not responsible for Products lost or damaged in transit while being returned to us.



7. Disclaimer and Indemnity

- 7.1. To the extent permitted by law, we exclude all liability to you or anyone else for loss or damage arising from your use of the Products.
- 7.2. This clause is not intended to exclude or limit any rights which you may have under the *Competition and Consumer Act 2010* (Cth), the ACL or equivalent State or Territory laws.
- 7.3. All products purchased by you from us are to be used solely for the purpose for which they are designed.

8. The Colussi Group Website and Content

- 8.1. Photographs on our website at <http://www.colussigroup.au> are for illustrative purposes only and may vary from the products depicted or described.
- 8.2. We have sought to list all relevant specifications as accurately as possible. We will use our best endeavours to confirm the accuracy of any information supplied to us by a third party, you agree that we cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to us by manufacturers or suppliers.
- 8.3. We have relied in good faith on information provided to us by Interpump Group s.p.a and other suppliers. You agree to make your own enquiries to verify information provided and to assess the suitability of products before you purchase.

9. Your Use of the Colussi Group Website

- 9.1. You agree to use the Colussi Group Website only for purposes that are permitted by these terms, any applicable law or regulation and/or generally accepted practices or guidelines.
- 9.2. You agree that you will not engage in any activity that interferes with or disrupts the Colussi Group Website. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of the Colussi Group Website or features that prevent or restrict use or copying of any content.
- 9.3. You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

10. Links to Other Websites

- 10.1. The Colussi Group Website may contain links to other websites, content or resources, which are owned or operated by third parties. You access any linked websites at your own risk.
- 10.2. You must not link any site to the <http://www.colussigroup.au> without our prior written permission.

11. Secure Data and Transmissions

- 11.1. We cannot guarantee that any data transmission is totally secure, free from viruses, fault or other conditions which could damage or interfere with your computer systems. We do not warrant that your access to the <http://www.colussigroup.au> will be uninterrupted, error free or that any defects will be corrected.
- 11.2. You must take your own precautions to ensure that the process which you use to access the <http://www.colussigroup.au> or any website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

12. Intellectual Property Rights

- 12.1. You acknowledge that any intellectual property rights, including graphics, logos and trademarks on the Colussi Group Website are owned by us, and must not be used in any manner without our prior written consent. These intellectual property rights are protected by Australian and international laws and nothing in these Terms gives you a right to use them.
- 12.2. You may not modify or copy the layout or appearance of <http://www.colussigroup.au> nor any computer software or code contained in <http://www.colussigroup.au>

13. Privacy and Personal Information

- 13.1. The privacy of your personal information is important.
- 13.2. We may collect personal information directly from you when you place an Order with us.
- 13.3. Your personal information will not be collected if you only browse the Colussi Group Website
- 13.4. You agree that we may use your email address to send you messages concerning your order.



14. Force Majeure

We will not be liable for any delay in performing our obligations if such delay is caused by circumstances beyond our reasonable control.

15. Governing Law

These terms will be governed by the laws of New South Wales, Australia and you submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.

16. Severability

If any part of these terms are found to be void or unenforceable then those terms will be severed and the remaining terms will remain in force and constitute the agreement between you and us.

17. Transfer and Assignment

We reserve the right to transfer or assign the personal information, content and rights that we have in relation to you to any third party acquirer of our business.

18. Waiver

Our failure to exercise or enforce any right under these terms will not constitute a waiver of any such right.

19. Warranties

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Colussi Engineering Pty Ltd warrants to the original purchaser that the pumps will be free, under normal use and maintenance, from defects in material and workmanship for a period of 12 months from the date of purchase subject to the conditions below.

Our services and repairs are guaranteed to be free of faulty workmanship or material for a period of 3 months from the date of the repair.

To validate warranty claims, evidence of this date of purchase will be required and an explanation of the warranty issue to the manufacturer or distributor, Colussi Engineering Pty Ltd. Our warranty is non-transferable.

Unless otherwise stated in this warranty, Colussi Engineering Pty Ltd will at its sole discretion either:

- Replace the product
- Refund to the original purchaser the cost of the product
- Pay the cost of the repairs carried out on the product
- Pay for the services to be carried out again
- Repair those parts showing manufacturing defects within the warranty period free of charge. Defects not clearly attributable to materials or manufacture will be examined by Colussi Engineering Pty Ltd and charges may be applicable depending on the results of the examination.

Colussi Engineering Pty Ltd reserves the right to choose the lowest cost option available from the above.

The warranty of engines on all engine-driven equipment and electric motors on electric pumps remains the responsibility of the engine/motor manufacturer respectively. This is subject to the particular terms and conditions set by each manufacturer.

It is the user's responsibility to verify that the water used in the pump is clean and free from impurities. Users should contact Colussi Engineering Pty Ltd if in doubt.

This warranty is subject to compliance with the directions and guidelines of use and installation as set out in the User Manual.

This warranty shall not apply to, or include, any of the following:

- Freight damage
- Normal wear and tear (including seals)
- Damage caused by misapplication, negligence or alterations
- Damage caused by misuse, neglect or inadequate maintenance
- Damage caused when the unit has been allowed to run dry
- Damage caused by freezing liquids
- Damage caused by abrasives in pumped liquids
- Repairs which affect the performance or reliability of the pump
- Damage caused if the product is installed, repaired or serviced by a person who is not qualified to do so, or if non genuine parts have been fitted.
- Failure or damage to a product if proper maintenance has not been undertaken.

All service under this warranty takes place at Colussi Engineering Pty Ltd's manufacturing facility at 53 College Street, Gladesville NSW 2111. The customer is responsible under this warranty for paying the costs associated with transporting the unit to and from the manufacturer.

This warranty is the only warranty applicable to Colussi Engineering Pty Ltd new products and, to the maximum extent permitted by law, replaces all any other warranties expressed or implied.



Colussi Engineering Pty Ltd does not authorise any other person to offer any warranty rights in relation to its products. Colussi Engineering Pty Ltd shall not be liable for incidental or consequential damages which result from the misuse of the product/s, including damage resulting from the customer's failure to follow the guidance provided in the product/s manual concerning the operation and maintenance of the product/s.