

ULTRA-TECH ELECTRONICS

LOCKED BAG No.2, MITTAGONG NSW 2575

TEL: (02) 48 713311 / FAX: (02) 48 721197

TERMS AND CONDITIONS OF SALE

PAYMENT

1. Unless agreed to in writing prior to delivery, all payments are to be made within thirty days from the end of the month of delivery. Failure to pay within thirty days may result in the cessation of production of existing orders and/or the holding back of goods until payment has been made.
2. Interest will be charged on all overdue accounts at the rate of 1.5% per month, calculated daily.

TITLE LIEN

3. It is a condition of this sale that Title to the goods to be delivered will not pass to the Purchaser until payment in full is received. In addition, ULTRA-TECH ELECTRONICS shall in the event of a Purchaser's insolvency, bankruptcy or winding-up be entitled to a general lien on all property or goods belonging to the Purchaser or in its possession for the unpaid price of any other goods sold and delivered to the Purchaser under this or any other arrangement or understanding.

GOODS AND SERVICES TAX

4. Prices quoted do not include any GST. GST will be added to the quoted price unless a tax exemption certificate number is supplied.

WARRANTY

5. All articles manufactured by ULTRA-TECH ELECTRONICS are guaranteed against faulty material and/or workmanship for twelve months from the delivery date. The guarantee is valid provided:
 - a) the equipment has been installed and operated within its specified operating limits. Where installation methods and/or operating limits are not specified, the equipment must be installed and operated in a method and within limits which would be generally accepted as good engineering practice,
 - b) the equipment has not been modified or damaged,
 - c) the equipment is returned (freight prepaid) to ULTRA-TECH ELECTRONICS within 14 days of the detection of the fault. Returns will only be accepted if agreed to in writing by ULTRA-TECH ELECTRONICS and have been given a claim or Return Material Authorisation number,
 - d) the equipment has not been damaged in transit or during assembly into other equipment.
6. Notwithstanding the above conditions ULTRA-TECH ELECTRONICS reserves the right to request and to be supplied with the complete equipment in which and/or with which the allegedly faulty item has operated, eg: a luminaire, for examination and testing to determine the validity of a claim prior to processing said claim.

Where a claim has been made on ULTRA-TECH ELECTRONICS and it is subsequently shown that the claim was not valid, then all expenses incurred by ULTRA-TECH ELECTRONICS in that determination are to be reimbursed by the claimant.
7. The maximum claim made on ULTRA-TECH ELECTRONICS is limited to the original invoice amount. Whether the goods are repaired, replaced or the customer is credited up to the original invoice amount, shall be at the discretion of ULTRA-TECH ELECTRONICS. Under no circumstances will ULTRA-TECH ELECTRONICS be liable for any indirect or consequential loss whatsoever and howsoever arising even if due to the negligence of ULTRA-TECH ELECTRONICS, its employees, agents, subcontractors, or suppliers.

PATENTS & REGISTERED DESIGNS

8. Where a design is provided by the customer, ULTRA-TECH ELECTRONICS accepts no responsibility for any infringement of patent rights or of registered designs.

LEGAL

9. All contracts with ULTRA-TECH ELECTRONICS are deemed to have been entered into in the State of New South Wales and shall be subject to the laws of that State and any proceedings shall be brought and heard in Sydney.