

# Conditions of Sale

## Online Laser Pty Ltd

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## Conditions of sale

These Conditions of Sale apply to all contracts of sale entered into with Online Laser Pty. Ltd. ABN 55 082 407 350 and any successor in law to it ("Online Laser")

1. The material on the other side of this Quotation/Invoice/Statement, forms part of the Conditions of Sale.
  2. A quotation, tender price given by Online Laser is valid for 30 days, but no contractual relationship shall arise until the Customer's order has been accepted by Online Laser.
  3. Quotations are based on the current price of materials supplied to Online Laser. If the relevant materials price varies subsequent to acceptance of a given order, any increase in price will be passed on to the Customer.
  4. Delivery unless otherwise specified shall be effected free into store.
  5. Online Laser's responsibility ends at the time of departure of the relevant goods from Online Laser's premises. It will be incumbent on the Customer to obtain any insurance the Customer requires in relation to the relevant goods.
  6. Delivery dates are forecast as accurately as possible and every endeavour will be made to effect delivery by the delivery date specified, but the delivery date may be subject to extensions without notice due to unforeseen delays caused by strikes, lock outs, breakdowns, accidents, delays in transport or in obtaining supplies, Act of God, war, fire and other causes beyond Online laser's control.
  7. To the fullest extent permitted by law, Online Laser will not accept any responsibility for any loss of profits or damages arising out of non-delivery or failure to deliver the goods by the delivery date or complete services by the proposed date or non fitness for purpose of any goods sold or services provided, unless previously agreed in writing.
  8. Upon delivery, the Customer must check materials supplied for size, tolerance and quality. All descriptions, characteristics and particulars provided by Online Laser are approximate only. The Customer must satisfy himself as to the fitness of the goods and services for the particular purpose in question. The Customer does not rely on any skill or judgement of Online Laser or of any person on Online Laser's behalf by, whom any antecedent negotiations are conducted, to satisfy himself as to that fitness. Online Laser does not accept any responsibility for any loss incurred arising out of work carried out on the goods or the provision of the services.
  9. Subject to the qualifications contained in Section 68A of the Trade Practices Act 1974, should On Line Laser be liable for breach of a condition of warranty mandatorily implied by law, its liability for such breach shall be limited to one of the following as determined by Online Laser:
    - In the case of Goods: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or acquiring similar goods; or the payment of having the goods repaired.
    - In the case of Services: the supplying of the services again, or the payment of the cost of having the services supplied again.
- Online Laser will not accept any responsibility for the loss of profits or damages arising out of non-delivery or delayed delivery or non-fitness for purpose, unless expressly agreed in writing by Online Laser.
10. Material cut by Online Laser will be cut to tolerances agreed to between the Customer and Online Laser.
  11. Online Laser shall not be liable for any claims whatsoever unless made in writing within two (2) weeks after delivery of the goods or the provision of the services.

12. Property in goods supplied shall remain with Online Laser until the full invoiced amount due to Online Laser has been paid. Until payment in full is received the Customer holds the goods as a fiduciary agent and bailee for Online Laser. The Customer must store the goods, separately from other goods in such a way that they are clearly identifiable as Online Laser's goods. The Customer must not sell the goods or make new objects from them or otherwise mix the goods with any others or have them become the constituents of anything else. If the Customer fails to pay the full invoiced amount when due under this agreement or under any other agreement between the parties whether already in existence or yet to be entered into, or has a trustee in bankruptcy, liquidator, receiver or mortgagee's agent appointed to it or enters into any scheme of arrangement with its creditors or any form of insolvency administration, then Online Laser may without prejudice to any other rights and without liability to any person, in trespass or otherwise, enter the premises where the goods are located and recover possession of the goods. The Customer indemnifies Online Laser against any claim or liability arising out of Online Laser enforcing its rights under this Clause.
13. The Contract created by the acceptance of the Customer's order shall be governed by and construed in accordance with the laws of the time being of Victoria and any disputes arising thereunder may (at the sole discretion of Online Laser) be arbitrated in such State in accordance with the provisions of the Commercial Arbitration Act 1984 (Vic) and any amendments thereto or any Act in substitution therefore.
14. Unless previously agreed in writing by Online Laser, the goods or services must be paid for within 30 days of the date of the Statement relating to such goods ("the due date"). Time in this regard is the essence of this agreement. Online Laser reserves the right to charge interest on any part or all of any account which remains unpaid after the due date at the rate prescribed by Section 2 of the Penalty Interest Rates Act 1983 (Vic).
15. The Customer shall not be entitled to rescind, cancel or amend the order without the prior written consent of Online Laser.
16. The Customer hereby agrees to hold Online Laser indemnified, against any loss, damage or expense arising from any alleged infringements of patents, registered designs, copyrights trade marks, trade secrets or other intellectual property rights whatsoever in relation to the order.
17. If any one or more of the provisions contained in these conditions, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of these conditions but these conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
18. Unless otherwise agreed in writing between Online Laser and the Customer, all the intellectual property rights and copyright in any computer programme supplied by Online Laser and any component produced from that computer program shall always stay with Online Laser.
19. In these Conditions of Sale, the singular shall include the plural and vice versa and reference to one gender shall include all other genders and corporations as the case requires.