

TERMS AND CONDITIONS OF SALE

1. SamplingExpert is a Registered Trademark of Basacon Services Pty Limited itf Basacon Services Family Trust (Basacon).
2. Basacon agrees to supply the Goods to the Purchaser on the terms and conditions set out below.
3. Unless otherwise expressly agreed in writing, any Quotation provided by Basacon is open for acceptance by the Purchaser for a period of 30 days following the date of issue of the Quotation by Basacon.
4. If the Purchaser has not accepted a Quotation on or before the expiry of the period stated in clause 3, the Quotation will be subject to revision by Basacon.
5. Unless expressly stated otherwise, the prices stated in each Quotation exclude Goods and Services Tax (GST).
6. Payment for the Goods (including GST and all delivery costs) is required to be received by Basacon prior to delivery, unless credit arrangements have been previously agreed in writing by Basacon.
7. The place for delivery is the address nominated by the Purchaser when it accepts the relevant Quotation and the delivery cost will be the cost quoted by Basacon shortly thereafter.
8. All risk in the Goods passes to the Purchaser when the Goods are dispatched from Basacon.
9. Title in the Goods remains with Basacon until Basacon is paid in full by the Purchaser.
10. The Purchaser acknowledges that the Goods are designed for manual use by personnel. The Purchaser is responsible for ensuring that it assesses, addresses and accepts all risks in conjunction with use of the Goods.
11. To the maximum extent permitted by law, neither Basacon, nor its employees, subcontractors or agents, are liable for any indirect, incidental, special or consequential loss or damage arising out of the performance or non-performance of the Goods, whether under the law of contract, equity, tort or otherwise.
12. The liability of Basacon to the Purchaser arising out of the performance or non-performance of the Goods, whether under the law of contract, equity, tort or otherwise, shall not exceed the sum paid by the Purchaser to Basacon under this Agreement.
13. Basacon shall be deemed to have been discharged from all liability in respect of the Goods, whether under the law of contract, equity, tort or otherwise, at the expiration of one (1) year from delivery of the Goods, and the Purchaser (and persons claiming through or under the Purchaser) is not entitled to commence any action or claim whatsoever against Basacon (or any employee, subcontractor or agent) in respect of the Goods after that date.
14. Any condition or warranty implied in this Agreement by legislation which avoids or prohibits the terms of an Agreement from excluding or modifying the application or exercise of, or liability under such condition or warranty, is deemed to be included in this Agreement subject to clause 13.
15. Basacon's liability for any breach of a condition or warranty implied in this Agreement pursuant to Clause 13 is limited, at the absolute discretion of Basacon, to one or other of the following:
 - a. repair of the Goods, or
 - b. re-supply of the Goods; or
 - c. refund of any amount paid by the Purchaser to Basacon in respect of the Goods.
16. Copyright in all drawings, and other documents provided by Basacon in connection with the supply of the Goods remains vested in Basacon.

17. The Purchaser shall have a licence to use the documents referred to in Clause 16 for the purpose of using the Goods however the Purchaser must not make copies of such documents unless written approval is given by Basacon in advance.
18. Basacon may with the consent of the Purchaser publish, either alone or in conjunction with others, articles, photographs and other illustrations relating to the work for which the Goods are or were supplied.
19. If during the course of providing the Goods, Basacon develops, discovers, or first reduces to paper a concept, product or process which is capable of being patented, then such concept, product or process shall be and remain the property of Basacon and the Purchaser must not use, infringe or otherwise appropriate the same without first obtaining written consent of Basacon.
20. Except as provided at law or in equity, none of the terms of this Agreement shall be varied, waived, discharged or released, except with the prior consent in writing of Basacon in each instance.
21. Any notice required under this Agreement must be in writing and delivered by post to Basacon or the Purchaser at the address set out in the order correspondence or at such other address as is notified in writing by one party to the other.
22. Irrespective of where the Goods are supplied, this Agreement (and all dispute resolution, including litigation, arising out of or in respect of this Agreement) unless otherwise agreed in writing, is governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts of that State.
23. These terms and conditions and any warranties implied by law which are not capable of being excluded or modified embody the whole Agreement between the parties and, subject to the express terms contained in any written order and written acceptance thereof (which will only apply to that particular order), all previous negotiations, representations, warranties, arrangements and statements (if any), whether expressed or implied, including any collateral agreement or warranty, regarding the subject matter or the intentions of either of the parties are merged in these terms and conditions and otherwise are hereby excluded and cancelled. The Purchaser acknowledges that it has not been induced to enter into this agreement by any representation, advice or information given or made by or on behalf of Basacon and that Basacon relies on this acknowledgment in entering into this Agreement.
24. For the purposes of assessing the credit-worthiness of the Purchaser from time to time and the collection of payments, the Purchaser authorises Basacon, its employees and agents to make such enquiries as they deem necessary including, without limitation, making enquiries of and obtaining reports (as may be allowed by law) from persons nominated by the Purchaser as trade referees, the Purchaser's creditors, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("the information sources").
25. The Purchaser consents to the information sources providing to Basacon such information as is requested by Basacon and permitted to be given by law. The Purchaser also consents to Basacon disclosing personal information or the contents of any credit report to a credit reporting agency for the purpose of that credit reporting agency creating or adding to any credit information file in relation to the Purchaser.
26. The rights and obligations set out in clauses 8, 9 and 11 – 23 survive the termination or expiry of this Agreement.
27. If any provision of this Agreement is found to be void, voidable or unenforceable, it is to be severed without affecting the validity of enforceability of the remaining provisions of this Agreement.
28. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) do not apply to this Agreement.

WARRANTY

29. The Purchaser acknowledges that the Goods are fabricated to order and may not be returned for any reason except for a defect in materials or workmanship.
30. The Goods are designed for intermittent use only.
31. This warranty is void in respect of wear.
32. The Goods are warranted to be free of defects in materials or workmanship for a period of three (3) months following delivery.
33. If the Goods are found to be defective, Basacon's liability, at the absolute discretion of Basacon, is limited to one or other of the following:
 - a. repair of the Goods;
 - b. re-supply of the Goods; or
 - c. refund of any amount paid by the Purchaser to Basacon in respect of the Goods.
34. In the event of a warranty claim, the Purchaser is required to return the goods at its cost to the address nominated by Basacon.

DEFINITIONS

In this Agreement:

Goods means the goods identified in any Quotation.

Quotation means any quotation provided by Basacon to the Purchaser in relation to the supply of goods.