

# TJ MACHINE TOOLS PTY LTD

QUALITY

RIGIDITY

EFFICIENCY

[www.tj-group.com.au](http://www.tj-group.com.au)

MACHINERY MERCHANTS - SERVICE PROVIDERS - IMPORTERS  
MACHINERY & PARTS SUPPLIER FOR THE ENGINEERING, WORKSHOPS & MANUFACTURING INDUSTRIES

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## Terms and conditions of sale

### 1. Definitions

In these terms:

- "TJMT" means TJ machines tools Pty Ltd (ABN: 756 554 213 28 ACN 655 421 328);
- "PPSA" means Personal Property Securities Act 2009 (Cth) and its associated Regulations as amended;
- "ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act;
- "Agreement" means any agreement for the provision of goods or services by TJ Machine Tools Pty Ltd to the customer;
- "Consumer" is defined in the ACL and in determining if the Customer is consumer, the determination is made if the Customer is the consumer under the agreement;
- "Goods" means good supplied by TJMT to the customer;
- "GST" means any consumption tax imposed by a government, whether at a point of supply or at some other specified occurrence, by whatever name, and includes (without limitation) a goods and services tax, a broad-based consumption or indirect tax or value-added tax;
- "Services" means service supplied by TJMT to the customer;
- "Tax Invoice" means a tax invoice which complies with the definition contained in section 29-70 of a New Tax System (Goods and Services Tax) Act 1999 or any amending legislation.

"Terms" means these Terms and Conditions of the sale;

### 2. Basis of Contract

- 2.1 Unless otherwise agreed by TJMT in writing, the terms apply exclusively to every Agreement and cannot be varied or replaced by any other Terms and Conditions of Sale;
- 2.2 Any quotation provided by TJMT to the customer for the proposed supply of Goods and Services;
- 2.3 An agreement is accepted by TJMT when TJMT accepts, in writing or in electronic means, an offer from the customer or provides the customer with the Goods or Services.
- 2.4 TJMT is its absolute discretion may refuse to accept any order
- 2.5 TJMT may vary or amend these Terms by written notice to the Customer at any time. Any variations or amendments will apply to the orders placed after the notice date.

Is an invitation only to the customer to place an order based upon the quotation; and

Is valid for 30 days, subject to prior sale to another customer; and

May include additional terms that are not inconsistent with the terms; and

Must be in writing.

### 3. Pricing

- 3.1 Each amount, of whatever description, specified as payable by the Customer to TJMT under any agreement is expressed net of GST and any other taxes, duties or imposts imposed on or in relation to the Goods or Services in Australia or overseas. In addition, the amount payable, the Customer must pay to TJMT, on demand, the GST payable by TJMT in respect of the amount plus any other taxes, duties or imposts payable by TJMT
- 3.2 The Customer must pay for all costs associated with the carriage of the goods from TJMT's nominated address unless otherwise agreed.
- 3.3 TJMT reserves the right to vary its prices, without notice to the Customer, up to the time the final confirmation of the order is given by TJMT.
- 3.4 Where there is a change in the costs incurred by TJMT that are outside the control of TJMT in relation to the Goods or Services to take account of such change even after the final confirmation of order is given by TJMT.

### 4. Payment

- 4.1 Payment in full for Goods or Service must be made prior to removal of Goods from TJMT's nominated premises, unless otherwise agreed by the parties in writing.
- 4.2 Payment by cheque is not deemed made until the proceeds of cheque have cleared.
- 4.3 Payment terms may be revoked or maybe amended at TJMT's sole discretion immediately upon giving the Customer written notice.
- 4.4 The time for payment is of the essence.

### 5. Payment Default

5.1 If the Customer defaults in payment by the due date of the any amount payable to TJMT, then all money which would be by the Customer to TJMT at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and TJMT may without, prejudice to any of its other accrued or contingent rights:

5.2 Clauses 5.2(c) and (d) may also be relied upon, TJMT's option;

- a) Change the customer interest on any sum due to prevailing rate pursuant to the Penalty Interest Rates Act 1983 plus 2 percent for the period from the due date until the date of payment in full;
- b) Charge the Customer for all expenses and costs (including legal costs on an indemnity basis) incurred by it resulting from the default, and in taking whatever action it deems appropriate to recover any sum due;
- c) Cease or suspend the supply of any further Good or Services to the Customer;
- d) If the Customer does not comply with the terms in an essential aspect such as payment terms, we can terminate the supply by serving a notice. After the termination we can keep or recover the deposit, hold any other monies paid by the Customer under this contract as security for anything recoverable under contract, sue the customer either where we have resold the goods after the termination to recover the deficiency on resale and to cover the reasonable cost and expenses arising out of the customer's non-compliance with the contract terms or the notice and of resale and any attempted resale or to recover damages for breach of contract terms.
- e) Without effect on the accrued rights of TJMT under any contract.

5.2 Clauses 5.2(c) and (d) may also be relied upon, TJMT's option;

a) Where the Customer is a natural person and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors generally, or has a liquidator, administrator, receiver or receiver and manages or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

### 6. Passing of Property

6.1 Until TJMT receives full payment in cleared funds for all Goods and Services supplied by it to the Customer, as well as all other amounts owing to TJMT by the Customer;

- (a) Title and property in all Goods remain vested in TJMT and do not pass to the Customer;
- (b) The Customer must hold the Goods as fiduciary bailee and agent for TJMT;
- (c) The Customer must keep the Goods separate from its goods and maintain TJMT's labelling and packaging;
- (d) The Customer must hold the proceeds of any sales of the Goods or the proceeds of any manufacturing or construction process as relates to the Goods for or by the Customer or any third party, on trust for TJMT in a separate account with a bank to whom the Customer has not given security, however, the failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;
- (e) In addition to its rights under the PPSA, TJMT may, without notice, enter any premises where it suspects the Goods are and remove them, notwithstanding that they may have been attached to the other goods not the property of TJMT, and for this purpose the Customer irrevocably licenses of TJMT to enter such premises and also indemnifies TJMT from all and against all cost, claims and demands or actions by any party arising from such action.

### 7. Personal Property Securities Act - N/A

8. Transport, Risk and Insurance 8.1 The Customer must organize carriage of the Goods from TJMT's nominated premises within 7 days of notification that the Goods are ready.

8.2 If the Customer does not collect the goods within this time, the Customer is deemed to have taken delivery of the goods and is liable for storage charges payable monthly on demand.

8.3 The risk in the Goods and all insurance responsibility for theft, damage or otherwise will pass to the Customers immediately on the Goods leaving TJMT premises, possession or control

8.4 The Customer assumes all risks and liability for loss, damage or injury to persons or to the property of the Customer, or third parties arising out of the use, installation or possession of any of the Goods sold by TJMT unless recoverable from TJMT on the failure of any statutory guarantee under the ACL.

### 9. Performance of Contract

9.1 Anytime or date for provision of Goods or Services stated by TJMT is an estimate only and is not a contractual commitment.

9.2 TJMT will use its best reasonable endeavors to meet any estimated dates for provision of the Goods but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

9.3 If TJMT cannot complete the services by any estimated date, it will complete the Services with a reasonable time.

### 10. Acknowledgments - Not Applicable