

SWIFT EQUIPMENT

Australian Terms of Trade

Status of this document

These Terms of Trade constitute an agreement between Swift Equipment Pty Ltd ABN 52 613 199 170 and the Customer, as identified in the signature block below.

The agreement applies to all supplies to the Customer by Swift Equipment Pty Ltd.

These Terms of Trade may also be agreed to by a representative of the Customer signing a Swift Equipment Pty Ltd Credit Application to which this document is attached or by the Customer placing an order after being given this document.

Swift Equipment Pty Ltd will not be bound by any conditions attached to the Customer's order unless expressly agreed in writing. Any such conditions are expressly excluded and displaced by the terms of this document.

Return of Goods

Swift Equipment Pty Ltd will accept goods returned to it at its warehouse at the cost of the Customer within ten (10) days of supply provided that they have not been used and are in new condition.

Returned goods are subject to a restocking fee (currently 10%), to the extent permitted by law.

Warranty Claims

Requests for possible warranty parts or services must be accompanied by an official customer order number.

If a replacement part is supplied under warranty and the faulty part is not returned within ten (10) days, an invoice will be raised and payable within thirty (30) days from the date of supply.

Interpretation of Warranty

The standard manufacturer's warranty shall apply to goods sold. A copy of the applicable warranty will be forwarded on request.

The Swift Equipment Pty Ltd Warranty Parts and Service Policy and current Service and Parts Policy manual are available for inspection at 41 South East Bvd, Pakenham, Victoria 3810.

Acceptance

All goods must be inspected by the Customer within ten (10) days after delivery.

Failure to notify Swift Equipment Pty Ltd of any defect within that time will constitute acceptance of the goods, to the extent permitted by law.

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Shipment, Risk of Loss and Title

Title in goods remains with Swift Equipment Pty Ltd until payment in full is received. The Customer must not sell, hire, charge or otherwise deal with the goods until payment is made in full. The Customer must insure the goods and keep them marked as the property of Swift Equipment Pty Ltd.

Delivery and Risk

Delivery dates are approximate and subject to reasonable variation. Goods are at the Customer's risk immediately upon delivery.

Price

Unless otherwise stated, the purchase price excludes packaging, freight and insurance.

Payment

Payment is cash on delivery unless otherwise agreed in writing. Interest may be charged on overdue accounts at the Reserve Bank of Australia cash rate plus 5% per annum, calculated daily.

Personal Property Security

This agreement constitutes a security agreement under the Personal Property Securities Act 2009 (Cth). Swift Equipment Pty Ltd retains all rights of a secured party under the PPS Act.

Intellectual Property

All software supplied remains the exclusive property of Swift Equipment Pty Ltd and/or its licensors. No ownership rights in software are transferred to the Customer.

Default and Termination

Swift Equipment Pty Ltd may terminate this agreement if the Customer breaches these Terms of Trade.

Privacy

Swift Equipment Pty Ltd may obtain credit reports and disclose credit information in accordance with the Privacy Act 1988.

Liability

To the extent permitted by law, Swift Equipment Pty Ltd is not liable for indirect or consequential loss.

General

These Terms of Trade are governed by the laws of New South Wales.