

Standard Terms & Conditions as at June 2011

Warranty & Delivery

Warranty: 12 months against faulty workmanship and materials

Price: Excludes freight and GST

Delivery: 3 - 4 weeks unless otherwise stated

Terms: See following

Validity: 30 days from the date stated on the quotation

Terms / Conditions of Sale

1. Orders are subject to acceptance at the time of order placement. Orders are accepted subject to reservations regarding strikes, riots, fire, insurrection, war, action of the elements, embargoes, failure of sub-contractors, inability to obtain transport facilities, Acts of God or any cause beyond the control of Noise and Vibration Measurement Systems Pty Ltd (NVMS) and / or any of NVMS's sub-suppliers including Brüel & Kjær Australia (B&K), Brüel & Kjær Vibro (BKV), HBM and others.
2. Tenders are valid only for the period specified. Specifications, printed details, drawings, etc, are not binding since right to minor modifications is reserved.
3. **Prices exclude freight and 10% GST.** Prices are valid for the subject quotation. Duty, taxes and other charges revised will be to the account of the purchaser where these charges vary from those specified. Freight will be by road unless arrangement is made for air-freight. Freight costs are dependent on weight, dimensions and destination and are calculated on a per-order basis. The purchaser may choose to use their own freight carrier in which case NVMS will facilitate collection at no charge (no handling fee).
4. The delivery quoted is estimated from the date of receipt by NVMS, of a technically clarified order and is given in good faith based on current information. Deliveries in all cases are subject to prior sales and no liability is accepted for delays or postponements. Such delays or postponements do not constitute grounds for order cancellation unless agreed to in writing by NVMS.
5. Claim for shortage or loss will only be recognised if submitted within 7 days of delivery receipt.
6. Goods for return will only be received after prior agreement in writing by NVMS.
7. Transport and/or storage of the equipment is effected at the purchasers own risk. NVMS does not insure the equipment against damage or destruction whilst on NVMS premises or in transport between NVMS and purchaser.
8. **WARRANTY** - NVMS guarantees the equipment for one year from the date of delivery, unless otherwise stated, this being understood to mean that when the equipment is sent carriage paid to NVMS Perth we will, during this period, correct all defects which might arise on account of faulty workmanship or defects in the material used, free of charge. Detailed information concerning the nature of the defect should be forwarded with the equipment. All expenses in conjunction with the transport and packaging of repaired products will be debited to the customer. Regarding components and devices, etc, not manufactured by NVMS or its suppliers, the guarantee is the same as that granted by our suppliers. When the equipment is altered or repaired without our written approval we are not liable for any costs arising there from and any further guarantee obligations under these circumstances cease. The warranty cannot be transferred to a third party, without our permission. Compensation for wages, loss of profit, wastage, etc, as well as transportation and packaging expenses owing to defects in the equipment cannot be admitted. Use of the equipment is entirely and absolutely at the purchasers risk and we cannot be held responsible for any damages caused to articles or persons.
9. Payment terms are strictly 30 days from date of invoice, unless prior terms have been arranged with NVMS. Payment by Mastercard or Visa is subject to a surcharge being 3.5% of the total invoice value. We do not accept payment by American Express, Diners or any other credit card.
10. Where the client's internal policies require that vehicles used on their property must meet certain specification then the client is responsible for suppling NVMS with such vehicle for access to site. NVMS will provide a standard 2 wheel drive vehicle licensed and insured for use on public roads in Western Australia.