

**RINSTRUM PVT LTD
TERMS AND CONDITIONS OF SALE**

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these terms and conditions, unless the context otherwise requires:

- (a) "Buyer" means the Person named in the Sales Invoice
- (b) "Sales Invoice" means the sales invoice issued by the Seller to the Buyer in which these terms and conditions are or are deemed to be incorporated.
- (c) "Seller" means **Rinstrum Pvt Ltd, Business Reg. Number PV83795** unless the sale is expressed to be made by the Seller as agent for a Person named in the Sales Invoice in which case the Buyer acknowledges that **Rinstrum Pvt Ltd** acts only as the agent of the Person so named.
- (d) "CASE Number" refers to a number assigned when goods are returned to the Seller for repair / assessment / warranty, etc.

1.2 Interpretation

- (a) Any special conditions specified on a Sales Invoice shall, to the extent they are inconsistent with these terms and conditions, take precedence over these terms and conditions.
- (b) The expression "Person" includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.

2 GOVERNING TERMS & CONDITIONS

These are the only terms and conditions which are binding upon the Seller, with the exception of those otherwise agreed in writing by the Seller, or which are imposed by statute and which cannot be excluded.

3 TERMS OF PAYMENT

Terms are strictly net and payment must accompany order unless you are paying with cash on the day of collection of the goods. When direct depositing into our bank account you must allow the payment to clear (3_days) this must be verified by the company before the goods can be released.

4 DELIVERY/LEAD TIMES

Upon acceptance of an order, the Seller will seek confirmation of the period of shipment or delivery. All quoted delivery or consignment dates are estimates only. The Seller will not be liable to pay damages or compensation for any injury or loss sustained by the Buyer in the event of:

- (a) a delay in consignment or delivery of goods; or
- (b) non-delivery
- (c) goods are sold to distributors are subject to Stock Availability and Full Payment in advance.

5 INSPECTION AND ACCEPTANCE

The Buyer shall inspect all goods upon delivery and shall within 24 hours of delivery give notice to the Seller of any matter or thing by which the Buyer alleges that the goods are not in accordance with the Buyer's order. Failing such notice and to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by the Buyer.

6 RETURNS

All returns must be approved by the Seller by the issuing of a CASE number. Authorised returns must be freight prepaid. No goods are eligible for return when more than two (2) months have passed since the purchase date. Products specifically purchased, manufactured, machined or cut to size to the Buyer's specifications are non-returnable. Non-stocked goods (eg. specific ordered in load cells) are not eligible for return.

7 PART DELIVERIES

The Seller reserves the right to make part deliveries of any order, and each part delivery shall constitute a separate sale of goods upon these terms and conditions. A part delivery of an order shall not invalidate the balance of an order.

8 INSTALLATION

The Seller's Sale Invoice is made on a supply only basis. Installation and commissioning (if any) is at the expense of the Buyer unless otherwise specified in writing by the Seller. The Buyer acknowledges that he/she does not rely in any way on Rinstrum Pvt Ltd in relation to the use or installation of the goods and Rinstrum Pvt Ltd has no responsibility for the works of any tradesperson in the installation of the goods whether or not Rinstrum Pvt Ltd may have recommended a tradesperson to the Buyer.

9 SPECIFICATIONS

- (a) As the Seller's policy is one of continued improvement we reserve the right to alter product specifications without notice, provided that such alterations do not materially affect performance.
- (b) All official certification material shall be thoroughly read and viewed for buyer's own confirmation before purchase.

10 VALIDITY OF PRICING

All prices are subject to change without notice. The Seller reserves the right, to at any time, make reasonable adjustments to prices in relation to any changes in currency exchange rates or any other reasonable factor which affects the Sellers costs. Although every effort has been made to ensure the accuracy and stability of prices sometimes this is beyond the Sellers control. Upon request the Seller will issue written quotations with a stated validity period.

11 TRANSACTION FEES/BANK FEES

The Buyer is responsible for the payment of all bank and transaction fees incurred.

12 FORCE MAJEURE

The Seller shall not be liable to the Buyer for any failure to perform or delay in performance of any obligation under this agreement caused by an act of God, war, government action, storm, fire, tempest, strike, lock out or any other circumstances beyond its reasonable control.

13 CANCELLATION BY BUYER

Cancellation of or changes to orders by the Buyer are accepted only upon terms that protect the Seller against any loss.

14 LIABILITY OF SELLER

- (a) Except as expressly provided herein and to the extent permitted at law:
 - (i) the Seller shall not be under any liability, whether in contract, tort or otherwise in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these Terms and Conditions prevents the exclusion, restriction or modification of such terms and conditions.
 - (ii) The Seller shall not be liable to the Buyer for any loss of profit howsoever arising, nor shall the Seller be under any liability whether in contract, tort or otherwise nor for any injury, damage or loss whether consequential or otherwise save as is expressly provided in these Terms and Conditions.
 - (iii) The Buyer indemnifies the Seller against any liability to or action by a third party for infringement or alleged infringement of a patent, registered design, trademark or copyright in respect of goods manufactured to the Buyer's specifications; and
 - (iv) All goods are supplied in accordance with usual industry standards and the Seller shall not be liable to the Buyer for the condition or quality of goods which comply with these standards.

15 GENERAL

- (a) The Seller may at any time and from time to time alter these Terms and Conditions of Sale.
- (b) These terms and conditions and any contract including them shall be governed by the law of the State or Territory in which the Seller accepts the Buyer's order and the Seller and Buyer submit to the jurisdiction of the Courts of that State or Territory.

16 WARRANTY

Refer to the Rinstrum Warranty Statement QADC-693