



TERMS AND CONDITIONS – CALIBRATION AND REPAIR

All calibrations and instrument repairs undertaken by Calibre Technology are subject to the following Terms and Conditions which shall apply to and form part of any contract for the supply of goods and services by Calibre Technology to another party.

1. INTERPRETATION

In these terms:

1.1 “Contract” means the contract entered into between Calibre Technology and the Customer for the supply of goods and/or services when the Supplier accepts purchase orders submitted by the Customer whether verbal, written or electronic and these terms and conditions apply to and form part of the entire agreement between the Supplier and the Customer.

1.2 “Goods and/or Services” means the calibration and/or repair of equipment by Calibre Technology personnel including, but not limited to, sound level meters, microphones, acoustic calibrators and vibration monitoring instrumentation.

1.3 “Customer” means the person, firm or Supplier agreeing to purchase the goods and/or services (including any successors, nominees and any Insolvency Administrator appointed to take control of the Customer’s business), and if there is more than one Customer, the Customer’s covenants and obligations are joint & several.

1.4 “Supplier” means Vulcan Pty Ltd trading as Calibre Technology ABN 92 163 023 112

1.5 “the Price” the price payable by the Customer for the Product as set out in the Quotation or calculated in accordance with the Quotation.

1.6 “the Quotation” the quotation issued by Calibre Technology in respect of the sale of the Product to the Customer which quotation is deemed to incorporate these conditions.

2. ACOUSTIC CALIBRATION

2.1 All test results for acoustic calibration services are provided at no extra cost.

2.2 Each instrument is admitted for calibration only after a functional check is undertaken to confirm whether the instrument is working correctly. If, on the basis of this inspection, the instrument is determined to be inadmissible for calibration and no further action is taken, an evaluation fee of \$75 is applied plus return delivery costs if applicable.

2.3 If the instrument is admitted for calibration and fails one or more of the tests undertaken, the Customer will be contacted to confirm whether further action is required. If no further action taken, the “as found” data will be provided and a test charge of 75 % of the calibration cost applied.

2.4 Any dates quoted for the delivery of the Equipment, the Goods or the Services are approximate only and the Supplier shall not be liable for any delay in delivery or provision howsoever caused.

3. PAYMENT

3.1 Payment for calibration services shall become due prior to the despatch of the calibrated / repaired instrumentation or otherwise within the time specified in the Supplier’s invoice (“the due date”).

3.2 Should the Customer not pay the full amount by the due date then the Supplier shall (without prejudice to any other remedy) be entitled to charge interest and administration charges on the amount outstanding at a rate of 2% above the Australia Reserve Bank standard interest rate.

3.3 In addition to interest the Customer will also be liable for any legal or other costs incurred by the Supplier incidental to the recovery of the amount outstanding.

3.4 In the event of delay in payment by the due date, the Supplier may, without prejudice to any other remedy, suspend supply or delivery of Goods and/or Services to the Customer until such payment is made and the Supplier shall be entitled to claim extra expense incurred as a result of the Customer’s delay.

4. TAX

4.1 The price charged for the Goods shall be exclusive of any goods and services tax as well as any new transaction taxes which come into existence after the date of these terms and conditions. The Customer shall be liable to pay that tax at the time it is liable to pay for the goods and/or services.





5. DEFAULT

5.1 Should the Customer fail to pay any amounts when due under a Contract; or

5.2 the Customer default in the performance of any of its obligations under a Contract; or

5.3 the Customer, if an individual commit an act of bankruptcy, or if a Supplier become subject to external administration within the meaning of the Corporations Law or pass a resolution to wind up, then, in addition and without prejudice to any rights the Supplier has by law:

5.4 the Supplier may refuse to supply the Goods to the Customer.

6. ADVICE

6.1 Any advice, recommendation, information, assistance or service provided by the Supplier is given in good faith and shall be accepted without liability on the part of the Supplier and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods.

7. APPLICABLE LAW

7.1 This Contract shall be deemed to have been made in Queensland and is governed by the law of Queensland. The parties agree to submit to the exclusive jurisdiction of the Courts of Queensland.

8. INSURANCES

8.1 All Equipment and Goods shall remain the responsibility of and at the risk of the Customer at all times during delivery and whilst at the Supplier's premises.

8.2 Unless otherwise agreed in writing by the Supplier, delivery of the Equipment and Goods shall be deemed to have taken place when the Equipment and Goods are placed on the vehicle or with a carrier which is to take it from the Supplier's place of business to the Customer's specified location.

8.3 Where delivery to the Customer's premises is effected by a third party, delivery for these purposes shall be deemed to have occurred when the Equipment and Goods leave the Supplier's premises.

8.4 The Customer is responsible for loss and damage insurance cover while the Equipment and Goods are located at the Supplier premises, and during transit to and from the Supplier premises, including delivery services arranged by the Supplier on behalf of the Customer.

8.5 The failure of the Supplier to deliver shall not entitle either party to treat this Agreement as repudiated.