

GENERAL TERMS, CONDITIONS & WARRANTY OF SALE

The Terms and Condition of agreement are between TechQuality Enterprises Pty Ltd, Here with may be referred to as We and the Client whom is addressed or represented on the Quotation.

1. All quotations are valid for 30 days only unless otherwise stated and may be withdrawn or varied by TechQuality Enterprises at any time prior to acceptance. Or if previous Accounts are deemed overdue.
2. The price quoted for any imported equipment is based on the exchange rates current at time of quotation. TechQuality Enterprises reserves the right to pass any variation there to the buyer's account.
3. The price does not include any sales tax GST or other government duty, delivery costs or installation costs unless specially quoted or any increase to such charges (if quoted) increased or imposed after quotation.
4. Dates stated for delivery or completion of installation are estimates only and TechQuality Enterprises shall not be liable for delay or deferment of these dates for any reason whatsoever.
5. Prices of goods are F.I.S. (free into store) unless quoted otherwise.
6. The property in the goods shall not pass until payment in full by the buyer. If not paid within 14 days or the terms other wise stated in the quotation, TechQuality Enterprises are specifically authorised by the buyer to re-take possession of the goods.
7. Unless specifically stated in writing by TechQuality Enterprises payment of all goods shall be made within 14 days of invoice. TechQuality Enterprises reserves the right to make Claims for a deposit and Progress payment, unless otherwise agreed in writing.
8. All quotations with site labour component are based upon immediate and easy access to any installation site or premises and power is available as required. Any delay or expense to TechQuality Enterprises arising out of such access not being so available to TechQuality Enterprises or its subcontractors or preliminary works or installations not being completed or essential facilities not being available shall be an extra to any prices quoted.
9. The following warranties are given by TechQuality Enterprises:
 - (a) Goods not manufactured by TechQuality Enterprises – will have the benefit of the manufacturer's warranties.
 - (b) Goods manufactured by TechQuality Enterprises - 12 months on parts, and 3 months on labour, provided that:
 - i. The buyer has paid for the goods as invoiced on account or as otherwise quoted herewith plus any applicable variations.
 - ii. The goods have not been altered, repaired or serviced other than by TechQuality Enterprises' authorised representatives
 - iii. The damage is not caused by neglect, misuse or use in a manner contrary to instructions or specifications.
 - iv. All *control* equipment has been installed and operated in a dust and moisture free environment, and *all* equipments are operated within rated temperature and supply voltage specifications;
 - (c) Goods Installed by TechQuality Enterprises - 3 months on-site installation labour subject to clause 9 (b) i,ii,iii &iv
10. The following are specifically excluded from any warranty and claims responsible by TechQuality Enterprises :
 - i. Maintenance or repair of goods on site unless specified in the quotation.
 - ii. All camera tubes, CCD's, VCR heads, motors, batteries and lamps and any goods subject to reasonable wear and tear.
 - iii. Transit damage caused by improper handling by carrier
 - iv. Damage by fire, flood, lightning, vandalism, collision, Acts of God or other Events beyond the Control of TechQuality Enterprises
 - v. Claims against Non wilful Errors and omissions by actions or advice
11. All goods are sold on a no return basis only unless TechQuality Enterprises has specifically quoted penalties in respect of return charge or submission of goods.
12. The provisions of clauses 4, 9, 10 and 11 shall not apply to a buyer who has acquired the goods as a 'consumer' within the meaning of the Trade Practices Act 1974 or other consumer protection law of the Commonwealth of Australia or of a State or Territory of Australia. Where the buyer is such a consumer and the equipment or service are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of TechQuality Enterprises for breach of condition or warranty implied by the Trade Practices Act (other than a condition or warranty implied by Section 69) shall be limited to the repair, replacement or supply of equivalent equipment within 12 months or to re-supply the services within a period of 3 months from the date of delivery of goods or services.
13. Unless otherwise stated, Proposal is based on:
 - i. A (5) day working week at normal hours
 - ii. Continuous access to the premises and work location is assured to our employees for the work
 - iii. Any terminations of coax quoted are assumed to be RG59 and RG6 type only
 - iv. All drawings and schedules are provided by client with sufficient times *at least* 2 working days prior to any procurement or schedule of works
 - v. Substitution of equipment may occur depending on availability and requirements
 - vi. All Old Equipment removed or replaced will become the property of Techquality Enterprises to remove, reuse or leave on site as it sees fit.
14. We accept no responsibility for damage to services embedded in floor slabs or walls whilst drilling.
15. Unless otherwise stated the following shall not be implied as covered and shall be specifically excluded from any allowance made:
 - i. Chasing of walls, floors and ceilings patching, painting, protection or making good finishes.
 - ii. Provision for engineering design drawings or extraordinary planning.
 - iii. Provision of recess of flush mounting or any panels.
 - iv. Provision of cable tray or containment, core drilling attaching or going through extraordinary materials.
 - v. Provision of elevated platforms such as cherrypickers, scissor lifts and alike or any extraordinary equipments.
 - vi. Provision of amenities, we have assumed normal site amenities would be available for use by our staff.
 - vii. Provision for statutory authority charges, including all Telstra fees, Fire Brigade Fees, monitoring fees and the like.
 - viii. Additional equipment or line conditioning not specified arising from site requirements such as; and not limited to Amps, Convertors and Humbucks
 - ix. Costs that may be incurred resulting from presence of asbestos, synthetic mineral fibres or such similar substances in any form or any associated disputes arising out of asbestos or related activity.

Any such costs derived from Allowance not specifically quoted will be extra (or charged as a variation to the contract).
16. If the buyer breaches any of these conditions, or if any execution shall be levied on his property or if the buyer shall make or offer to make any arrangements for composition with his creditors or commits any act of bankruptcy or proceedings in bankruptcy are commenced against him or if the buyer is a Company any resolution or petition to wind up is passed or presented (other than for the purpose of amalgamation or reconstruction) or if a receiver of the company is appointed TechQuality Enterprises shall have the right forthwith to determine the contract without prejudice to any claim or right to recover for work performed or other right of claim