

Terms and Conditions for Sales & Service

1. ACCEPTANCE

The Standard Conditions of Sale as stated here are an integral part of any quotation and form the basis of any contract or order between TRIO Smartcal Pty Ltd and its customer.

2. VALIDITY

Unless otherwise stated, quotations are valid for a period of thirty (30) days from date of issue.

3. Goods and Services Tax (GST)

All prices quoted are exclusive of GST.

4. CURRENCY EXCHANGE

Prices quoted for imported goods are calculated using the exchange rate at the time of the quote. These prices will be adjusted subject to variations in the exchange rate at the time of invoice.

5. SURVEY FEE*

Considerable time can be spent providing a quotation for repair and/or calibration work. A Survey Fee will be charged for this service if the quotation is rejected; or where it is recommended that an instrument is replaced, and the replacement instrument is not purchased from TRIO Smartcal.

6. SUPPLEMENTARY FEE*

A Supplementary Fee will be charged for Calibration Work that cannot be completed due to a fault or faults associated with the instrument being calibrated; or for additional work (not included in the original quote) required to be carried out in order to complete the calibration.

7. FIRM PRICE QUOTE (FOR SERVICE)

This price is the expected final charge for performing work outlined under 'Service Required', however, should any additional work be required as a result of faults which were not apparent during the initial survey then TRIO Smartcal shall stop work and provide a revised quotation. Any work performed up to that stage shall be chargeable.

8. STANDARD PRICE CALIBRATIONS

Standard Calibration includes the required manual adjustments (where procedures are available), Data Reports and Traceable Calibration Certificates where applicable.

9. NATA ACCREDITED CALIBRATIONS

NATA Accredited calibrations are available on selected products and will be issued inclusive of a NATA endorsed report.

10. OBSOLETE PRODUCTS

Products deemed obsolete by the original manufacturer may not be repairable due to the availability of parts. In such cases where the repair cannot be completed the repair charges may be limited to the Survey Fee.

11. SUBCONTRACTING

TRIO Smartcal may at its discretion use appropriately certified calibration houses or alternate repair centres to calibrate and/or repair test instruments which are either outside its present capability or to meet the customer's special requirements. The service provided by the subcontractor, in relation to that service, shall discharge the obligations of TRIO Smartcal to the customer under this agreement.

NATA Calibration – certain tests outside our NATA accreditation may be subcontracted to accredited labs which have been assessed by TRIO Smartcal Pty Ltd as suitable to carry out those tests.

12. PRIORITY TURN AROUND

Priority turn around calibration services are available but must be confirmed prior to TRIO Smartcal accepting the job. Extra cost will apply to such work.

13. RENTAL

a. AVAILABILITY

At the time of accepting Rental Agreements, the availability of the required equipment should be confirmed. TRIO Smartcal Pty Ltd suggests that you confirm availability at the time of ordering and book verbally with a Purchase Order (P.O.) number. A securing credit card will be required prior to shipment.

b. DAMAGE

If the rented item(s) are not returned in the same condition as despatched, TRIO Smartcal Pty Ltd will charge for damages. Charges will be applied to the secured credit card. This also applies to any accessories such as manuals, instruction guides, cables, chargers etc.

c. ORDERING

Upon receipt of the completed and signed proposal acceptance, TRIO Smartcal Pty Ltd will deem the quotation accepted. Should your company's ordering process require a purchase order or multiple purchase order numbers, please attach a copy/copies with the proposal acceptance.

14. WARRANTY

The manufacturer's warranty applies to all goods sold (unless otherwise stated 12 Months). Ex-Demo equipment carries a 3 Month warranty unless otherwise stated. TRIO Smartcal Pty Ltd warranties repair work for 90 days from date of shipment. This warranty only covers parts and labour for the specific repair. It does not apply to unrelated failures in the equipment. TRIO Smartcal Pty Ltd does not extend a service warranty for calibration work and/or obsolete products as defined by the manufacturer.

15. DELIVERY CHARGES

Unless otherwise stated, prices quoted exclude delivery charges; freight charged per delivery is at the current minimum rate. Where a customer requests alternative shipping methods and/or packing, shipping charges may be added to the invoice.

16. FREIGHT

All goods shipped by TRIO Smartcal Pty Ltd on behalf of the customer remain the responsibility of the customer. TRIO Smartcal Pty Ltd accepts no liability whatsoever for loss or damage of those goods unless otherwise agreed by TRIO Smartcal Pty Ltd in writing. Insurance is not included as part of any shipping costs. If required, insurance will be the responsibility of the customer.

17. TERMS OF PAYMENT

Account customers: Nett Cash thirty (30) days from the end of Invoicing Month

Non Account Customers: Payment prior to shipping of goods.

Credit Card payments attract a surcharge of 1.5% for Visa, MasterCard and American Express.

18. PROPERTY OWNERSHIP

Notwithstanding anything herein stated or implied, any goods or parts supplied in providing sales and service remain the property of TRIO Smartcal Pty Ltd until payment for those goods, services and/or parts has been received in full.

19. GENERAL

In the event that the supply of goods or services pursuant to this Agreement is a supply of goods or services to a Consumer as defined in the Trade Practices Act of 1974, as amended ('The Act'), nothing contained in this Agreement excludes, restricts or modifies any condition, warranty, right or remedy which pursuant to the Act applies to this Agreement or/its conferred upon the customer provided that, to the extent that the Act permits TRIO Smartcal to limit its liability for a breach of a condition or warranty implied by the Act then TRIO Smartcal's liability for such a breach shall be limited to (i) in the case of goods supplied pursuant to this Agreement, the payment of the cost for replacing the goods or of acquiring equivalent goods; and (ii) in the case of services supplied pursuant to this Agreement, the payment of the cost of having the services supplied again.



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