

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 Test & Measurement 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)

Unless otherwise stated 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 may be adjusted at TRIO's sole discretion 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 Test & Measurement.

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 Test & Measurement 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 Test & Measurement 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 Test & Measurement to the customer under this agreement. NATA Calibration – will be subcontracted to accredited labs which have been assessed by TRIO Test & Measurement 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 Test & Measurement accepting the job. Extra costs may 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 Test & Measurement 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 Test & Measurement 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 Test & Measurement 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.

d. LATE RETURN

If rented goods are not returned on or before the agreed date and no agreement has been made to extend a rental agreement then TRIO will charge the daily rental rate from the due date until the goods are returned.

14. WARRANTY

The manufacturer's warranty applies to all goods sold (unless otherwise stated 12 Months). Accessories carry a 6 Month warranty unless otherwise stated. Ex-Demo equipment carries a 3 Month warranty unless otherwise stated. TRIO Test & Measurement 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 Test & Measurement Pty Ltd does not extend a service warranty for calibrations nor repairs on obsolete products as defined by the manufacturer. See also document entitled Warranty against defects TTM

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 & INSURANCE

All goods shipped by TRIO Test & Measurement Pty Ltd on behalf of the customer remain the responsibility of the customer. TRIO Test & Measurement Pty Ltd accepts no liability whatsoever for loss or damage of those goods unless otherwise agreed by TRIO Test & Measurement Pty Ltd in writing prior to shipment. Insurance is not included as part of any shipping costs. If required, insurance will be the responsibility of the customer or may be quoted and added to the freight charge.

17. TERMS OF PAYMENT

- Account customers: Nett Cash thirty (30) days from the end of Invoicing Month.
- Non Account Customers: A 25% deposit is required for goods not held in stock, prior to TRIO ordering from the supplier. Full payment prior to shipment of goods. Credit Card payments attract a surcharge* (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 Test & Measurement Pty Ltd until payment for those goods, services and/or parts has been received in full.

19. AUSTRALIAN GOVERNMENT ORDERS/QUOTES

TRIO Test & Measurement agrees to accept the Commonwealth General Purchase Order Conditions (GPOC) in relation to: the quoting of products and services to, and the processing of orders from, Australian Government Departments.

20. 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 is conferred upon the customer provided that, to the extent that the Act permits TRIO Test & Measurement to limit its liability for a breach of a condition or warranty implied by the Act then TRIO Test & Measurement'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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