

# SALES ORDER TERMS AND CONDITIONS

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## 1. PAYMENT TERMS

**1.1 Payment Period:** Payment terms are strictly thirty (30) days from the date of invoice unless otherwise agreed in writing by PWR.

**1.2 Invoice Discrepancies:** Customers must notify PWR of any invoice discrepancies within seven (7) days of the invoice date. Failure to do so will result in the invoice being deemed accurate and accepted, and payment will remain due within the specified terms.

**1.3 Non-Adherence to Payment Terms:**

- If payment terms are not adhered to, PWR reserves the right to take appropriate debt collection actions.
- The Customer may be liable for all legal and recovery costs incurred by PWR in the process of recovering the outstanding debt.
- PWR may, at its sole discretion, suspend or terminate the supply of goods or services to the customer until payment is made in full.

**1.4 Interest on Late Payments:** PWR reserves the right to charge interest on overdue invoices at a rate of 2% per month or the maximum allowable by law, whichever is less, commencing from the due date of payment until payment is received in full.

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## 2. PRICING

**2.1 Price Adjustments:** PWR reserves the right to adjust any quoted prices due to:

- Changes in material costs, freight charges, labour rates, or other associated costs.
- Fluctuations in foreign exchange rates where applicable.

**2.2 Additional Charges:** Additional charges may be applicable for expedited delivery, special handling, or other services outside the standard terms outlined in the quotation.

**2.3 Validity of Quotation:** Quotations provided by PWR are valid for thirty (30) days unless otherwise specified in writing.

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## 3. ACCEPTANCE OF PURCHASE ORDER

**3.1 Purchase Price:** The Purchase Price of goods and/or services shall be as per the agreed quotation. Unless stated otherwise, payment in full is required within thirty (30) days of the invoice date.

**3.2 Price Variations:** PWR reserves the right to increase the Purchase Price to reflect changes in costs between the date of the agreement and the date of delivery.

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**3.3 Acceptance of Terms:** By placing a purchase order and/or receiving goods or services, you acknowledge and accept these Terms and Conditions in full.

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#### **4. RETURNS AND CREDITS**

**4.1 Notification of Issues:** The Customer must notify PWR immediately of any issues with goods received. Claims for shortages, damages, or incorrectly supplied goods must be made within five (5) business days of receipt.

**4.2 Returns for Errors by PWR:** Goods returned due to errors on PWR's part will qualify for a credit note.

**4.3 Returns for Customer Errors:** Goods returned due to customer ordering errors may be subject to a restocking fee of up to 20% of the goods' value, as determined by PWR.

#### **4.4 Defects Notification:**

- The Customer must notify PWR in writing of any defects in materials or workmanship within seven (7) days of discovery.
- The notice must include the delivery date, details of the defect, and any relevant supporting documentation.
- Customers must cease using the defective goods immediately and await repair or replacement by PWR.

**4.5 Return Condition:** All returned goods must be in their original condition, including packaging, and must not have been used, installed, or tampered with.

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#### **5. INSTALLATIONS AND SERVICING**

**5.1 Estimated Pricing:** The pricing provided in quotations for services or installations is an estimate only.

**5.2 Additional Charges:** Additional charges may apply if unforeseen parts, labor, or other materials are required during service or installation.

**5.3 Customer Responsibilities:** The Customer is responsible for ensuring that the site is adequately prepared for the service or installation. This includes, but is not limited to, compliance with all applicable health, safety, and environmental regulations, as well as providing clear and safe access to the site. The Customer must ensure that all necessary permits, approvals, and site readiness requirements are met before the scheduled service date. Any delays, additional work, or costs incurred due to the Customer's failure to meet these obligations may result in rescheduling fees or additional charges.

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#### **6. LIMITATION OF LIABILITY**

**6.1 General Limitation:** To the extent permitted by law, PWR's liability is limited to the repair, replacement, or refund of the goods at its discretion.

**6.2 Exclusions:** PWR will not be liable for:

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- Indirect, special, or consequential damage, including but not limited to loss of profits, business interruption, or reputational damage.
- Damages resulting from improper use, installation, or modification of the goods by the customer or a third party.

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## 7. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Western Australia, and any disputes arising shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

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## 8. FORCE MAJEURE

PWR shall not be liable for any delays or failure to fulfill its obligations due to circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, acts of government, or supply chain disruptions.

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