



MILLINDI EQUIPMENT SALES

Terms & Conditions

Version 2.1
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TERMS & CONDITIONS OF SALE (MACHINERY)

Millindi Equipment Sales

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1. Parties and Interpretation

These Terms & Conditions (“Terms”) apply to the sale of machinery, equipment, attachments, and associated items (“Machinery”) by **Millindi Equipment Sales** (“Seller”) to the purchaser (“Buyer”). By placing an order, paying a deposit, or accepting a quotation, the Buyer agrees to be bound by these Terms.

2. Formation of Contract

- 2.1 A binding contract is formed when the Seller accepts the Buyer’s order in writing or issues a tax invoice.
 - 2.2 Quotations are valid for 30 days unless otherwise stated.
 - 2.3 The Seller may withdraw or amend a quotation prior to acceptance.
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3. Price

- 3.1 All prices are in AUD and exclusive of GST unless stated otherwise.
 - 3.2 The Buyer acknowledges that GST is payable in addition to the purchase price.
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4. Payment Terms:

- 4.1 Deposit
 - 4.1.1 20% deposit payable on the date of order; and
 - 4.1.2 80% payable no later than seven (7) days prior to collection or delivery.
- 4.2 The Buyer acknowledges and agrees that the deposit will not be refunded to The Buyer in any circumstances.
- 4.3 Payment must be **by electronic bank transfer only** into the account nominated by The Seller.
- 4.5 Machinery will not be released until full cleared funds are received.
- 4.6 If payment is not made in accordance with these Terms, The Seller may:



- 4.6.1 Suspend delivery;
 - 4.6.2 Cancel the contract;
 - 4.6.3 Retain any deposit;
 - 4.6.4 Recover any additional losses incurred.
 - 4.6.5 Charge interest on overdue amounts at a commercial rate
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5. Delivery and Risk

- 5.1 Delivery dates are estimates only and not guaranteed.
 - 5.2 Risk passes to The Buyer upon collection or dispatch from The Seller's premises.
 - 5.3 The Buyer is responsible for all freight, loading, insurance, and transport costs unless agreed otherwise. The Seller does not carry freight insurance nor will The Seller be responsible for any damage that occurs in transportation. If required please inquire with your insurance company.
 - 5.4 The Seller is not responsible for delays outside of its control (Force Majeure) including:
 - 5.4.1 Supply Chain disruption
 - 5.4.2 Natural Disasters
 - 5.4.3 War
 - 5.4.4 Industrial action
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6. Title and Retention of Ownership

- 6.1 Title and Ownership of the Goods remain with The Seller until full payment is received.
 - 6.2 Until title passes, The Buyer must not sell, lease, encumber, or otherwise dispose of the Machinery.
 - 6.3 The Seller may enter premises and repossess Machinery if payment defaults.
 - 6.4 The Seller reserves the right to register a security interest under the PPSA.
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7. Inspection and Condition

- 7.1 The Buyer acknowledges they have inspected or had the opportunity to inspect the Machinery.



7.2 Used Machinery is sold on an “**as is, where is**” basis unless stated otherwise in writing.

7.3 New Machinery may be subject to manufacturer warranty where applicable.

7.4 Claims must be made within seven (7) days of receipt.

7.5 Failure to notify constitutes acceptance of the Goods.

8. Returns

8.1 Returns are not permitted unless Goods are defective as agreed by The Buyer and Original Equipment Manufacturer (OEM).

9. Consumer Guarantees (Australian Consumer Law)

9.1 Rights under the Competition and Consumer Act 2010 (Cth) apply, including Schedule 2 – the ACL.

9.2 If The Buyer is a consumer under the ACL, The Machinery comes with guarantees that cannot be excluded.

9.3 Where the Machinery is not ordinarily acquired for personal, domestic, or household use, liability is limited (at The Seller’s option) to replacement, repair, or payment of the cost thereof.

10. Warranty

10.1 The Seller gives to The Buyer the same warranty as the OEM of the respective Goods and does not make any other warranties whatsoever.

10.2 The Seller gives no warranty as to the suitability of the Goods for The Buyer and The Buyer confirms that it has satisfied itself through its own research and inquiries.

10.3 Transport costs for warranty claims are The Buyer’s responsibility unless otherwise required by law.

11. Limitation of Liability

11.1 Total liability is limited to the purchase price.

11.2 To the maximum extent permitted by law, The Seller is not liable for:

11.2.1 Loss of profit, revenue or opportunity



11.2.2 Downtime

11.2.3 Business interruption

11.2.4 Consequential or indirect losses

12. Finance – Subject to Approval

12.1 Finance must be approved within **ten (10) days** of receipt of Purchase Order (“Finance Approval Period”).

12.2 The Buyer must act diligently and provide written evidence of approval or formal refusal.

12.3 If finance is refused or The Buyer elects not to proceed, The Seller may retain the deposit and recover reasonable costs (storage, advertising, re-marketing, administration, supplier fees).

12.4 The Seller may continue to market the Machinery during the Finance Approval Period.

13. Storage and Holding Fees

13.1 Storage fees apply if The Buyer does not collect Machinery within the agreed timeframe:

13.1.1 \$75/day for machinery under 5 tonnes

13.1.2 \$150/day for machinery 5 tonnes and over

13.2 Fees commence seven (7) days after Machinery is ready for collection or immediately if payment is overdue.

13.3 The Seller may resell Machinery after 30 days; any shortfall remains payable by The Buyer.

14. Trade-In Clause

14.1 Trade-in value is conditional on:

14.1.1 Condition at inspection

14.1.2 Clear title

14.1.3 No encumbrances

14.2 The Seller may revalue or reject trade-in if:



14.2.1 Condition materially changes

14.2.2 Odometer/hour readings differ materially

14.2.3 Damage occurs prior to delivery

14.2.4 Finance payout exceeds disclosed amount

14.3 The Buyer must pay any shortfall before delivery.

14.4 Risk in the trade-in remains with The Buyer until accepted by The Seller.

14. Personal Property Securities Act (PPSA)

14.1 These Terms create a security interest under PPSA.

14.2 The Buyer consents to registration and waives rights to certain notices to the extent permitted by law.

15. Cancellation

15.1 Orders cannot be canceled without written consent.

15.2 If canceled by The Buyer, The Seller may:

15.2.1 Retain the deposit

15.2.2 Recover reasonable losses including storage, advertising, administrative, and supplier costs

16. Governing Law

16.1 These Terms are governed by the laws of Western Australia, Australia.
