

Terms and conditions of sale

1. **Terms of Payment**
 Terms are strictly cash on delivery, unless a credit facility has been granted by MCM Electronics Pty Ltd (referred to herein as "the Company"). The company reserves the right to charge service fees as allowed by law.
2. **Credit Terms**
 - a. Credit will only be granted at the sole discretion of the Company, consequent upon the submission of a completed Application for Credit and any credit granted may be revised or withdrawn by the Company at any time at its sole discretion.
 - b. All accounts are payable strictly net 30 days from the date of each invoice.
 - c. All sales are made upon the following Terms and Conditions. The Company reserves the right to withdraw credit facility upon breach by the Customer of any of these terms and conditions. The Customer herein agrees that upon such withdrawal, any and all monies owing on the account become due and payable immediately.
3. **Pricing**
 - a. The Company reserves the right to vary quoted prices, without notice, in accordance with variations in currency exchange rates, Government taxes and charges, import duties, transportation costs and any other cost, tax or charge of a similar nature.
 - b. Quoted prices exclude GST.
 - c. All goods are sold ex-warehouse. Freight can be arranged for and on behalf of the Customer, if required. In such a case the goods are at the Customer's risk from the time they leave the warehouse and, in no circumstances, shall the Company accept any liability in relation to any transport arranged.
4. **Variation of Design**
 The company reserves the right to, at any time, make such alterations to the specifications, design or construction of goods as the Company shall, at its own discretion, deem fit, provided that the goods remain of merchantable quality and, only if the Customer has reasonably made known to the Company the purposes for which it requires the goods, the goods shall remain sufficient for such purposes.
5. **Trademarks**
 Neither the Company's agreement to sell goods to a Customer, nor the supply of goods to a Customer shall confer any right upon the Customer to use and trademark of which the Company is the registered holder and, at all times, such trademarks remain the property of the Company.
6. **Title**
 - a. Title to all goods supplied by the Company remains with the Company and does not pass to the Customer until payment is made by the Customer for all goods supplied to it by the Company.
 - b. Prior to title to such goods passing to the Customer, the Customer agrees to hold any goods delivered to it by the Company as a bailee.
 - c. Notwithstanding sub paragraphs (a) and (b), the Customer may sell any goods to a third party in the course of business and deliver them to that party, provided that:
 - i. Where the Customer is paid by that party, the Customer holds the whole of the proceeds of sale on trust for the Company and
 - ii. Where the Customer is not paid by that party, the Customer agrees to assign, at the option of the Company, its claim against that party to the Company upon receiving notice from the Company that it requires such as assignment.
 - d. Prior to title in such goods passing to the Customer or the goods being sold to a third party, the Customer agrees to hold such goods as a fiduciary for the Company.
 - e. Prior to title to such goods passing to the Customer or the good being sold to a third party, the Customer agrees to store those goods in a manner which clearly indicates that title to them remains with the company.
 - f. Prior to title to such goods passing to the Customer or the goods being sold to a third party, and notwithstanding that the title to such goods remains with the Company, the Customer agrees to hold the goods at its risk and to indemnify the Company for all loss or damage to the goods from the time they leave the Company warehouse to the time when ownership of the goods passes to the Customer.
 - g. Prior to title such goods passing to the Customer or the goods being sold to a third party, the Customer authorizes the Company to enter upon any premises where the goods are kept and retake possession of the goods where full payment for the goods is not received by the Company by the due date.
 - h. The provisions of this clause apply notwithstanding that the Company may have allowed credit to the Customer.
 - i. Each of the sub paragraphs of this clause 6 shall be severable with the intent that the remaining sub paragraphs continue to have effect.
7. **Warranty**
 In addition to any warranty by virtue of statute, all products manufactured by the Company and any of its affiliates owned by MCM Electronics are covered by a twelve month return to base warranty on defective parts and or workmanship from original date of sale. Product subsequently returned out of warranty and repaired shall be covered by a further three months return to base warranty on defective parts and or workmanship from date of repaired product returned to the customer. In respect of product not manufactured by the Company but distributed by the Company, customers will be limited to the respective warranty conditions specified by the manufacturer and therefore charges may be incurred when requesting repairs or service on these products.
 It is the responsibility of the Customer to return the goods to base and at the freight cost of the Customer. The Company does not promise that facilities for the repair of the goods, or the goods (except that, in relation to defective parts and/or workmanship, the twelve months return to base warranty, which is referred to above, applies). If the goods are sold by the customer to a third party, then the customer must notify that third party of this provision, at or before the time of sale to that third party.
 Should the goods prove to be defective within this period the Company will, at its discretion and provided that the defect is not due to the use, or misuse or inappropriate installation of the goods or from fair wear and tear, replace or repair defective goods free of charge. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to the Customer by anyone except the Company's authorized employees, and the Company will not be liable in any event for alterations or repairs except those made with the Company's written consent. The Customer shall be solely responsible for determining suitability for use and the Company shall in no event be liable in this respect. Equipment or parts manufactured by others but furnished by the Company will be repaired or replaced, but only to the extent provided in the original manufacturers warranty to the Company. The Company's obligations and liabilities hereunder shall not be enforceable until such equipment or parts have been fully paid for. This warranty is limited to the original purchaser. He foregoing obligations are in lieu of all other obligations and liabilities including all warranties of fitness or of merchantability or otherwise expressed or implied in fact or by law, and states the Company's entire and exclusive liability and the Customers exclusive remedy for any claim in connection with the sale of furnishing of services, goods or parts, their design, suitability for use, installation or operations, the Customer agrees that if goods sold hereunder are resold, the Customer will include in the contract for resale provisions which limit recoveries against the Company in accordance with this contract. In case of the Customers failure to include in any such contract for resale terms providing for such limitations, the Customer agrees to indemnify and hold the Company harmless against any liability, loss, cost, damage or expense (including reasonable attorney's fees) arising out of or resulting from such failure. No employee or agent of the Company is authorized to make any warranty other than that which is specifically set for the herein. The provisions in any specification or chart issued by the Company or attached hereto are descriptive only and are not warrantable.
8. **Liability**
 The goods as set out in the Company's specifications are only intended to (a) assist in the provision of sound reinforcement in the case of communication products or (b) in the case of security & surveillance products reduce the risk of loss of and damage to property and entry to persons in, on, or near the premises in which the goods are installed, to the extent that is reasonably practicable by use of such goods. The Company will in no event be liable for any direct, indirect, liquidated, special or consequential damages whatsoever, whether grounded in tort (including negligence) strict liability or contract, and the Company's liability under no circumstances will exceed the selling price of the goods or services for which liability is claimed. Any action for breach of contract must be commenced within one year after the cause or action has accrued.
9. **Complaints**
 Any complaints which the Customer may have regarding goods supplied by the Company failing to correspond with the goods ordered shall be made by the Customer to the Company in writing within 7 days of delivery. If no written complaint is received by the Company within that time the Customer agrees that it shall not raise any complaint and shall be deemed to have accepted the goods delivered.
10. **Return of Goods for Credit**
 The Company will only accept goods returned to it for credit by prior agreement having been issued with a Return Authorisation Number, or (subject to Clause 9) to the extent that goods supplied by the Company do not correspond with the goods ordered by the Customer. Except in the case of goods incorrectly supplied, the Company may at its sole discretion, and providing the goods are in as new condition (including all technical material & packaging), refund the purchase price or credit the Customers account (as applicable) with the purchase price of the goods subject to an administrative charge of 10% of the purchase price of the goods.
11. **Proper Law**
 The proper law of any contract for supply of goods by the Company shall be the Law applicable in NSW and the Customer agrees to submit to the non-exclusive jurisdiction of the Courts of NSW. The customer agrees that these terms & conditions of sales shall constitute the prevailing basis of agreement in the event of conflict with any terms & conditions of purchase furnished by the customer.
12. **Infringement**
 The Company will not be liable for any claim of infringement, whether patent, copyright or otherwise, unless due to infringement by goods manufactured by the Company in the forming which the Company supply such goods to the Customer and without regard to their use by the Customer. If the Customer notifies the Company promptly of any such claim of infringement and, if the Company so requests, the Customer authorizes the Company to defend or settle any suit or controversy involving such claim, the Company will indemnify the Customer against the reasonable expenses of any such suit and will satisfy any judgment or settlement in which the Company acquiesces, but only to an amount not exceeding the price paid to the Company for the allegedly infringing goods. If an injunction is issued against the further use of allegedly infringing goods, the Company shall have the option of procuring for the Customer the right to use the goods, or replacing them with non-infringing goods or of removing them and refunding the purchase price. The foregoing expresses the Company's entire and exclusive warranty and liability as to infringement, and the Company will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein. The Customer will hold the Company harmless and indemnified against any and all claims, demands, liabilities, damages, costs and expenses resulting from or connected with any claim of infringement arising out of the manufacture by the Company of goods in accordance with a design or specifications which the Customer furnishes the Company. The sale of any goods hereunder does not carry with it any license to use such goods in combination with other goods not purchased from the Company or its licensees and which combination is the subject of any patent or copyright owned or controlled by the Company. Any invention made by the Company in the performance of a contract with the Customer shall be the Company's exclusive property.
13. **Conflict**
 Neither the Customer's standard terms of trade nor any other stipulations of a contractual nature in the Customer's request for quotation or in any order placed by the Customer will form part of the contract between the Customer and the Company unless the Company has expressly so agreed in writing. If, despite the provisions of this clause any such terms of trade or other stipulations of a contractual nature do form part of that contract then, to the extent of any inconsistency, the provisions of these conditions will prevail.
14. **Withheld Performance**
 If the Customer is in breach of its obligations under any contract entered into with the Company, then the Company is entitled to withhold performance of any of its obligations under any other contract between the Company and the Customer until the breach has been remedied. The Company will not be liable for any damages or loss (consequential or otherwise) sustained by the Customer as a consequence of the exercise of the Company's rights pursuant to this clause.
15. **Separate Enforcement**
 If any provision of these conditions is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be full force and effect in accordance with their terms.
16. **Availability**
 The Company may amend its terms & conditions from time to time and the Customer will at all times be entitled to view the most recent terms & conditions on the Company's website or at any branch of the Company. The Customer agrees that it will at all times ensure it is aware of the Company's latest terms & conditions prior to each order it places.
17. **Compliance with the Law**
 The customer must, and warrants that it will:
 - a. Comply with all applicable laws in relation to the conduct of its business including laws relating to bribery and corruption
 - b. Ensure that its actions or omissions do not cause The Company to be in breach of any applicable laws, and
 - c. Immediately notify The Company of any breach of this clause.
 The Company may, without liability to the Customer, immediately terminate this contract and any outstanding orders if the customer or any of its employees or representatives:
 - a. are charged with any criminal offence in relation to bribery and corruption; or
 - b. act in a manner which The Company's reasonable opinion, brings The Company into disrepute or
 - c. act dishonestly, fraudulently or illegally or
 - d. are in breach of this clause.