

TERM AND CONDITIONS

1. Definitions:

“the Company” means Komatsu Forklift Australia Pty Ltd (ABN 71 080 792 730) and its employees, agents and subcontractors.

“the Customer” means the owner or bailee of Units offered to the Company for Service.

“Part(s)” means a part or an accessory, identified on a Work Order or Company invoice, supplied and fitted by the Company to a Unit.

“Service” means the scheduled or unscheduled maintenance and repairs carried out by the Company either pursuant to a service agreement or as a separate contract.

“Unit(s)” means the equipment or machinery the subject of the Service.

2. The Customer has requested the Company to undertake Service of Units and the fitting of Parts, as required, (the “Work”) and the Company has agreed to carry out the Work at the cost of the Customer.
3. The Company warrants to repair without further charge to the Customer any failure which is proved to the satisfaction of the Company to have occurred entirely as a result of faulty workmanship by the Company in carrying out the Work. The warranty shall not apply to any repair or replacement required as a result of (i) accident, (ii) misuse, (iii) lack of proper maintenance, (iv) service or repairs improperly performed or replacements improperly installed by any person other than the Company, (v) a replacement Part not approved by the Company or (vi) damage from environmental conditions such as airborne fallout, salt, hail, rain, windstorm, lightning, flood etc or any other event causing physical damage to the Unit.
4. The carrying out of the Work does not make the Company liable for, and the Company expressly excludes liability for, any consequential, indirect or incidental damages or for any service not expressly provided herein.
5. Any Claim made against the Company in respect of the supply of any service shall be limited in total to the supplying of the service again or the payment of the cost of having the service supplied again and in the case of the supply of Parts (the “Goods”) any liability shall be limited to the replacement of the Goods or the supply of equivalent Goods, the repair of the Goods or the payment of the cost of having the Goods repaired.
6. The benefits conferred on the Customer by these Terms and Conditions shall be in addition to all other rights and remedies in respect of the Goods or the Service which the Customer has under the Trade Practices Act and similar State and Territory laws.
7. Where the Customer is a company the person signing this Work Order on behalf of the Customer warrants they have the authority to bind the Customer and agrees to be personally liable for all charges if for any reason the Customer neglects or refuses to pay the reasonable and proper charges of the Company.
8. Terms of payment are strictly 14 days from the date of Invoice.
9. It is acknowledged and agreed that title of the Goods shall not pass to the Customer until the Company has received payment in full for all Goods and the Service itemised on the Work Order.