Minespec Parts Pty Ltd
ABN 89 164 890 251
PO Box 31
NEBO QLD 4742
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simon@minespecparts.com.au

Minespec Parts NSW Pty Ltd
ABN 29 617 420 792
Shed 2, 27 Kyle Street
Rutherford QLD 2320 (M)
0439 006 131
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Terms and Conditions of Sale

The Company – Minespec Parts Pty Ltd (ABN: 89 164 890 251)
Minespec Parts NSW Pty Ltd (ABN: 29 617 420 792)

Placement of an order to the Company by the Customer shall be deemed acceptance of the Company terms and conditions. Orders are accepted subject to the Customer's account being current and within its credit limit. Any written order received after placement by telephone or email, which is not marked "confirmation" will be regarded as an original order and processed accordingly.

Pricing

Products shall be at the quoted price or current price list in effect of receipt of the order. Prices are quoted in Australian dollars (AUD) or unless otherwise requested in United States Dollars (USD) and are exclusive of GST. All prices are subject to change without notice. Price quotations remain valid for 30 days after which time they will be renegotiated.

Terms of Payment

Unless the Company otherwise agrees in writing, the Customer must pay the Company's invoices without deduction, set-off or counter-claim. Payment of goods shall be COD for the first transaction and then strictly **30 days End of Month**, unless otherwise agreed by the Company in writing. Customers deemed to have an unsatisfactory payment record would be placed on stop credit or on a C.O.D (cash on delivery) basis. Payment options Electronic Funds transfer or cheque with the Company's prior approval.

The title to and property in the goods will not pass from the Company to the Customer until the Customer has paid the contract price in full (other than costs of any independent courier) to the Company in accordance with these conditions. Until then the Customer must possess the goods as a trustee, and must not resell or transfer possession of the goods.

If the Customer

a) Fails to pay the contract price in full when due;
b) Commits any act of bankruptcy, becomes bankrupt, or is insolvent under administration, as defined in Section 9 of the Corporations Law; or
c) Has a controller appointed, as defined in Section 9 of the Corporations Law, in respect to any of the Customers property;

The Company may;

1. Enter onto the premises where the good are situated and repossess the goods, notwithstanding that the goods may have been affixed to any structure by the Company or the Customer, and if necessary for that purpose may sever the goods from any structure to which they may have been affected.

The Customer may also indemnify and keep the Company indemnified against, and pay to the Company all expenses, losses and damages incurred or sustained by the Company as a result of, or in relation to the Company exercising its right under:

a) This clause;
b) Under any other terms, express or implied, of these conditions; or
c) Otherwise at law or in equity, and any bank or other costs, charges or expenses incurred by the Company resulting from any Customers cheque not being met on presentation.

If the Company considers it relevant in assessing the Customer's application for commercial credit or for collecting overdue payments, the Customer agrees to:

1. The Company obtaining a credit report from a credit reporting agency containing personal credit information about the Customer in relation to the commercial credit provided by the Company; and
2. The Company obtaining a credit report containing personal credit information about the Customer from the other credit providers of the Customer including the trade references in the Credit Application.

The Company can assign its right under these Credit Terms and Conditions without the Customer's consent