Seuwquip Pty Ltd – Terms & Conditions of Trade

1. Definitions

(a) "Customer" means the terms and conditions contained herein, together with any quotation or purchase order, contract, letter of agreement, credit application, statement of account or invoice issued or otherwise given by Sewuqip to the Customer;
(b) "Goods" means any goods or services supplied by Sewuqip to the Customer;
(c) "Price" means the amounts specified in any quotation or purchase order, contract, statement of account or invoice issued or otherwise given by Sewuqip to the Customer and delivered to the Customer;
(d) "Sewuqip" means Sewuqip Pty Ltd ABN 00 655 455 389;
(e) "Website" means the internet web page located at www.sewuqip.com.

2. Sale of Goods

2.1 The Customer agrees that ownership of the Goods shall not pass until:
(a) payment in full has been received by Sewuqip; or
(b) in the case of hire-purchase arrangements, the hire-purchase agreement has been registered with the prescribed authority or any other authority that may from time to time be prescribed.

3. Payment

3.1 The Price and all other amounts payable to Sewuqip are payable in accordance with the terms of the Contract and any document(s) containing the terms of the Contract.

4. Delivery

4.1 The delivery of Goods is subject to Sewuqip’s standard delivery arrangements and does not guarantee the Website’s performance; in addition, you may be required to confirm the accuracy and reliability of this information.

5. Risk

5.1 Risk in the Goods shall pass to the Customer:
(a) in the case of delivery by Sewuqip, when the Goods are delivered to the Customer; or
(b) in the case of delivery by the Customer, on the date on which the Customer’s order for the Goods is cancelled;
(c) in the case of delivery by the Customer, on the date on which the Customer’s order for the Goods is cancelled after the Goods have been delivered to the Customer.

6. Intellectual Property

6.1 The Customer hereby undertakes to indemnify Sewuqip against any infringement or unauthorised use of any invention, design, trademark, trade name, trade secret, patent, copyright or other intellectual property rights or rights of confidentiality in respect of any information which may come into the possession of the Customer in connection with the Contract or the work carried out for the Customer by Sewuqip.

7. Cancellation

7.1 Any of the Goods may be cancelled by the Customer on written notice to Sewuqip, but only in the case of the delivery of the Goods, the Customer shall be liable to pay to Sewuqip a sum equal to 10% of the Price.

8. Right of Set-Off

8.1 (a) In the event of any default by the Customer in the payment of any sum owing to Sewuqip or any other debt owed by the Customer to Sewuqip or any other debt owed by the Customer to Sewuqip, Sewuqip shall be entitled to set off such sums against sums which are or may become payable by Sewuqip to the Customer.

9. War Risks

9.1 This contract is governed by the laws of the State of New South Wales and the Commonwealth of Australia, and the Customer agrees to the exclusive jurisdiction of the courts of New South Wales for the determination of all disputes arising in connection with this contract.

10. Governing Language

10.1 The Customer agrees to receive all communications in English and to be bound by such communications.

11. Severance

11.1 If any part of the terms or conditions contained herein is held by a court of competent jurisdiction to be invalid, the validity of the remaining parts or conditions shall not be affected.

12. Force Majeure

12.1 (a) Neither party shall be liable to the other for breach of any term of this contract, if it can be shown that the breach was caused by circumstances beyond the control of that party.

13. Legal Costs

13.1 The Customer shall be liable for the costs of any proceedings or actions brought by Sewuqip against the Customer.

14. Dispute Resolution

14.1 Any disputes arising out of or in connection with the Contract shall be subject to the jurisdiction of the courts of New South Wales, unless the parties shall agree in writing to submit such disputes to the arbitration of a person or body appointed by them or, in any event, to the arbitration of the Australian Institute of Arbitrators.

15. Privacy Policy

15.1 Sewuqip is committed to protecting the privacy of its customers and collecting, using and disclosing personal information in accordance with the Privacy Act 1988 (Cth) (the "Act") and its associated Privacy Principles. For the purposes of the Act, "Personal Information" means information or an opinion about an individual, which is or may be reasonably held to be private or confidential about the individual.

16. Service of Notices

16.1 Any notices sent by Sewuqip to the Customer shall be deemed to have been served, unless the contrary is indicated.

17. No Waiver

17.1 Any failure or delay on the part of Sewuqip to exercise any right or remedies under this Agreement or any other document which contains the terms of the Agreement shall not be construed as a waiver of any such right or remedies.

18. Severability

18.1 In the event of any part of these terms and conditions becoming invalid, whether by reason of any applicable law or judgment of any competent authority, such invalidity shall not affect any other part of these terms and conditions which shall remain in full force and effect.

19. Entire Agreement

19.1 The Customer acknowledges that no representation or warranty has been made by Sewuqip which is not set out in these terms and conditions, and that no terms or conditions contained in any quotation, contract, or order form shall be incorporated into this Agreement unless accepted in writing by Sewuqip.

20. Technical Advice

20.1 Sewuqip shall not be liable for any loss incurred by the Customer as a result of any advice or information provided by Sewuqip.

21. Applicable Law

21.1 These terms and conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia.

22. Amendment

22.1 These terms and conditions may be amended from time to time without notice to the Customer.