

Terms and Conditions

Unless otherwise agreed in writing by BRP Corporation Pty Ltd hereafter called 'the Company' the following terms and conditions shall apply to the supply of goods, information and services herein called 'the Products' by the Company.

1. **Specification Standard** - The Products delivered will be generally in accordance with specification published on the Companies product website with matching part numbers. The Company will not entertain claims based on non-compliance with any other specification.
2. **Design Changes** - The Company shall have no obligation to make alterations in the design or construction of Products previously accepted and delivered even though design changes are incorporated in Products subsequently being delivered.
3. **Buyer's Special Requirements** - Changes to the specification at the Buyer's request after the placing of any order will only be accepted at the Company's discretion. Such changes will only take effect when agreed in writing by the Company and may result in an increase in price and delays in delivery.
4. **Delivery** - The delivery dates while given in good faith should be regarded as estimates only. The Company will only accept liability for delay in delivery if specifically agreed in writing and under no circumstances will responsibility for delay be accepted when such delays result from any cause beyond the control of the Company including, but not being limited to fire, explosions, tempests, strikes, lockouts, inability to procure materials, loss or damage or delay in transit or the action of any government. Place of delivery shall be as specified in this quotation. Where nothing is specified delivery shall take place ex works, MELBOURNE AUSTRALIA.
5. **Title** - The title in the Products shall pass on receipt of full payment and risk in the Products shall pass on delivery.
6. **Packing** - Special packing if required shall be for Buyer's account.
7. **Price Variation** - Unless stated to be fixed, the price quoted will be subject to variation following acceptance of order in the event of the cost to the Company of producing the Products being increased for example by virtue of a variation in the weekly hours of work laid down under a relevant award or by a change in the rate of exchange affecting the cost of imported goods incorporated in the Products.
8. **Goods and Services Tax** - Unless specifically indicated, prices shown in this quotation include GST. The invoice which will accompany delivery will be a tax invoice such as is required for compliance with The New Tax System (goods and Services Tax) Regulations 1999.
 - (a) **Adjustment in GST liability**
If for any reason the company's liability to GST in respect of the Products is increased or reduced then the company shall promptly notify the buyer of this fact and the consideration payable under clause 8(a) shall be increased or reduced (as the case may require) by a similar amount.
 - (b) If the consideration is increased or reduced under paragraph (a) then the buyer if the consideration is increased and the company if the consideration is reduced shall on demand pay to the other party the amount of the increase or reduction (as the case may require).
9. **Other Taxes, Duties or Import** - Unless specifically indicated, prices shown include all relevant taxes and Duties
10. **Payment** - All orders are to be paid in full prior to shipment unless subject to prior approval of an Account and its compliance with payment terms by the Company Account Terms & Conditions.
11. **Service Support** - the Company's charter is to offer Service & Support to its complete range of products sold in for a period of four years from date of invoice. Service & Support requirements will be charged accordingly.
12. **Warranty** - The Company warrants that in the event of any defect in the Products occurring within six (6) months from the date of delivery to the original purchaser as a result of faulty material or workmanship attributable to the Company then the Company will repair, replace or refund the cost of the Products at its option provided that:
 - (a) The Product has not been misused, or used for other than its intended purpose or services by an unauthorised person.
 - (b) The Company is notified in writing of the fault and except where the Company elects to repair on site the product or fault component is returned carriage paid at the Buyer's risk to the Company's designated works. Products repaired under warranty will be returned to the Buyer or ultimate user carriage paid by the Company.
13. **Limitation of Liability** - The warranty given in clause (12) above is the maximum extent permitted by applicable law, except as expressly set forth herein, all hardware, software media, printed materials, software and third party software provided by BRP or its resellers as part of or in connection with any BRP product (collectively, the "BRP materials") are provided "as is", and BRP and its suppliers and licensors do not make and specifically disclaim all express and implied warranties of every kind relating to the BRP materials and/or use of the BRP materials (including, without limitation, actual and implied warranties of merchantability, fitness for a particular purpose, and non-infringement), as well as any warranties that the BRP materials (or any elements thereof) will achieve a particular result or will be uninterrupted or error-free.
14. **Shortage** - All claims by the Buyer that the Products were delivered short must be made in writing within three (3) days of receipt of the delivery in question.
15. **Damage Loss or Delay in Transit** - Where Delivery is made ex works the Company does not accept any liability for damage, loss or delay of the Products in transit.
16. **Patent Indemnity** - If the Buyer is threatened with any action alleging that the Product in the form sold infringes any Global, Regional or Country Patent or Registered Design then provided that the Buyer promptly informs the Company and in cases where the Company so requests allows the Company to defend any action on the Buyer's behalf, then in all cases the Company will indemnify the Buyer against any award of damages and costs against the Buyer arising from such action. The above indemnity is given by the Company in lieu of any or all other liabilities the Company might have in relation to any action against the Buyer for infringement or patent or other proprietary rights and under no circumstances will the Company be liable for any contingent or consequential loss however arising.
17. **Validity** - The terms of all pricing and quotations are held firm for a period of thirty days unless otherwise stated otherwise.
18. **Special Uses** - Without limiting the generality of Clause 13 of these conditions under no circumstances will the Company accept liability for any claim in respect of bodily injury or damage to property arising out of or from the use of the Products in any such special environment whether or not such injury or damage is caused by the negligence of the Company or its employees.
19. **Oral Instructions** - The Buyer acknowledges that all terms and conditions of the Contract are set out hereon superseding all previous terms and conditions and that the Company shall not be bound to carry out oral instructions alleged to have been given to or oral statements or representations alleged to have been given by any officer of the Company.
20. **Cancellation** - Cancellation of an order accepted can only be made by mutual consent and on terms which indemnify the Company against all loss.
21. **Severability** - Any contract entered into by the Company shall be regarded as severable in the event of Products being of different kinds or the contract providing for delivery by instalments. Each and every delivery of separate items under the contract shall be regarded as being made under a separate contract and damages arising from any alleged breach of contract shall be limited accordingly.
22. **Law** - The contract formed by the Buyer's acceptance of this quotation shall be formed, construed and shall take effect in accordance with the laws of Victoria, Australia.
23. **Notices** - Any notice or other communication sent to the Customer shall be deemed to be delivered if sent to the Customer's address last known to the Company.
24. **Force Majeure** - The Company shall not be responsible for the no fulfilment of its obligations as a consequence of Acts of God, wars, pandemics, whether declared or not, riots, civil commotions, acts, orders, or requests of any Government or any other authority, strikes, lock-outs, accidents in manufacture, and any other cause beyond the control of the Company.