
TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES

1. Definitions

In these Terms: 'Company' means South East Queensland Tractor Sales and Service Pty Ltd (SEQ Tractors) ABN: 16 686 681 890; 'Customer' means the purchaser of goods/services; 'Goods' means goods supplied by the Company; 'Services' means services supplied by the Company; 'Agreement' means the contract comprising these Terms, any quotation or order accepted by the Company, and any credit terms, schedules or attachments.

2. Application of Terms

These Terms apply to all supplies of Goods and/or Services by the Company to the Customer. Any terms proposed by the Customer are of no effect unless expressly accepted in writing by an authorised officer of the Company.

3. Quotations and Orders

Quotations are valid for the period stated or, if no period is stated, for 30 days and may be withdrawn or varied at any time before acceptance. The Company may accept or reject any order in its discretion.

4. Price and Payment

Prices are exclusive of GST and any duties, taxes, freight, insurance, or other charges unless stated otherwise. The Customer must pay invoices in full within payment terms as arranged. The Company may charge interest on overdue amounts at a rate as arranged, calculated daily, and the Customer must pay all reasonable costs of recovery (including legal costs on a full indemnity basis).

5. Credit Terms

Where credit is extended, the Customer warrants that all information provided is true and correct and authorises the Company to make credit enquiries. The Company may vary or withdraw credit at any time.

6. Delivery and Risk

Any delivery times are estimates only. Risk in the Goods passes to the Customer on delivery to the Customer, the Customer's carrier, or as otherwise agreed. The Customer must notify the Company of any short delivery or damage within 3 business days of delivery.

7. Title and Security (PPSA)

Title to Goods does not pass until the Company has received full payment for the Goods and all monies owing by the Customer. The Customer grants the Company a purchase money security interest in the Goods and their proceeds under the Personal Property Securities Act 2009 (Cth) and consents to the Company registering that interest.

8. Inspection, Acceptance and Returns

The Customer must inspect Goods promptly upon delivery. Goods are deemed accepted unless the Customer notifies the Company in writing of any defect or non-conformity within 7 business days. Returns will not be accepted without prior written authorisation and may be subject to a restocking fee. Custom or special-order Goods are non-returnable unless required by law.

9. Warranties

To the extent permitted by law, the Company warrants that Goods will be free from material defects in workmanship for the warranty period as per Supplier specification. The Company will, at its option, repair, replace, or refund the price of defective Goods.

10. Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any consumer guarantees, rights or remedies under the Competition and Consumer Act 2010 (Cth) (including Schedule 2 – Australian Consumer Law) that cannot be excluded.

11. Limitation of Liability

To the extent permitted by law, the Company excludes all liability for indirect, special, or consequential loss, loss of profit, loss of revenue, loss of opportunity, or loss of business, howsoever caused.

12. Indemnity

The Customer indemnifies the Company against all loss, damage, liability, cost and expense (including legal costs on a full indemnity basis) arising from the Customer's breach of the Agreement, negligence, misuse of Goods, or failure to follow the Company's instructions.

13. Force Majeure

The Company is not liable for any delay or failure to perform due to events beyond its reasonable control, including acts of God, industrial disputes, lockouts, epidemics, transport or supply disruptions, or government actions.

14. GST and Taxes

Amounts payable are exclusive of GST unless stated. The Customer must pay GST and any other applicable taxes at the same time as the price.

15. Privacy

The Company collects, uses and discloses personal information in accordance with the Privacy Act 1988 (Cth) and its privacy policy.

16. Intellectual Property

All intellectual property rights in or arising from the Goods, Services, drawings, specifications, manuals, and other materials supplied by the Company remain the property of the Company or its licensors.

17. Confidentiality

Each party must keep confidential all information of the other party designated as confidential or which is by its nature confidential.

18. Suspension and Termination

The Company may suspend delivery or terminate the Agreement if the Customer is in default, becomes insolvent, or the Company reasonably believes the Customer may not be able to pay.

19. Dispute Resolution

If a dispute arises, the parties must first attempt to resolve it by good faith negotiation between senior representatives.

20. Notices

Notices must be in writing and given by hand, post, or email to the addresses last notified by the parties.

21. Assignment and Subcontracting

The Customer must not assign the Agreement without the Company's prior written consent.

22. Variations

No variation of the Agreement is effective unless in writing and signed by an authorised officer of the Company.

23. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, representations, and agreements in relation to its subject matter.

24. Severability

If any provision is unlawful, void or unenforceable, it is severed and the remainder continues in force.

25. Waiver

A failure or delay by a party to exercise a right is not a waiver of that right.

26. Governing Law and Jurisdiction

This Agreement is governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Queensland.

***End of Terms and Conditions.