



General Terms & Conditions of Sale

- 1) Envirocare Systems Pty Ltd hereafter know as the ("Company", "We" or "Our")
- 2) The entity agreeing to these Terms & Conditions with the Company, hereafter known as the ("Client")
- 3) A quote given by the Company expires after 30 days, unless otherwise specified. The Company may change or withdraw any quote given, prior to our actual receipt of the acceptance.
- 4) Payment: The Client must pay the Company the price on or before the due date shown on the invoice, otherwise we may: (a) charge interest at 14% per annum on the unpaid amount; (b) suspend, reduce or withdraw any credit facility to the Client; (c) cancel or suspend delivery of other goods and services, yet to be delivered; (d) alternatively, re-take possession of the goods concerned and then credit the Client our estimated re-sale value of those goods less our costs; and/or (e) claim a lien over any goods of the Client in our possession. A Client may not deduct from the price any set off, counterclaim or other sum (including taxes or charges) unless we agree in writing. If we are extending credit to the Client, we may suspend, reduce or withdraw the credit facility at any time without reason by notice to the Client. A credit facility lapses if the Client does not place an order with us for 6 months.
- 5) Stamp Duty/Goods and Services Tax - In addition to all other payments due in accordance with this Agreement the Client shall also pay all government taxes and duties (including without limitation stamp duty and any goods and services tax if applicable) payable or assessed in relation to the Agreement, any further document or agreement which amends this Agreement or in relation to any Equipment rental, installation or Service provided under this Agreement.
- 6) The Client agrees to reimburse the Company for all reasonable costs (including legal costs) incurred in recovering amounts due under this Agreement.
- 7) The Client may return goods to us only with our prior written consent and at the Client's cost. We will credit returns only where goods are received back by us in the same condition and packaging as in the original delivery. If goods are returned due to the Client's ordering mistake or for some reason other than the goods being defective, and we accept the goods back, we may charge the Client a surcharge of 10% of the price of the goods. We will only accept returns within 30 days of the delivery date.
- 8) Force Majeure - The Company shall not be responsible for failure to meet its contractual obligations if the failure results directly or indirectly from a cause beyond its control.
- 9) Liability: Subject to applicable laws, if goods and/or services we supply are short or defective for reasons that are our responsibility, our total liability is limited to, at our election: (a) the prompt replacement of the goods and/or services, or the supply of equivalent goods and/or services; or (b) the payment of the cost of promptly replacing the goods and/or services or of acquiring equivalent goods and/or services. In no case are we liable for any loss of profits or any incidental, consequential or punitive damages as a result of any claim in connection with our supply of goods and/or services (or arising from the relationship of the parties), even if we were advised of the possibility of such damages. If we are to replace goods and/or services that are defective for reasons that are our responsibility, we may require the original goods to be destroyed at our cost.
- 10) Waterless Urinal Cleaning Times are estimates only. Although we will endeavour to meet these target times, we can give no guarantees that we will. Every site is different and as a consequence, we reserve the right to vary the cost of the service to reflect the actual time required to complete the job. Additional time will be charged at our current hourly rate in quarter hour increments.
- 11) Any work carried out to urinals at the Client's premises by the Company is limited to external surfaces and down to the water level inside the drain or to the first turn inside a waterless urinal. The Company accepts no responsibility for piping, fixtures or plumbing. The Company accepts no responsibility whatsoever for blocked drains or pipes, all of which must be referred to a licensed plumber
- 12) Works and training carried out by the Company for the Client shall be carried out during normal business hours. Should it be necessary to carry out work outside of normal business hours the Company may charge additional fees as compensation.
- 13) Unless specifically included in our proposal, no allowance has been made for site inductions or site specific training. Should it be necessary for employees or agents of the Company to be inducted before accessing the site, the total time spent on the induction and compliance will be charged to the Client at our normal hourly rate.
- 14) The Client indemnifies the Company of any damages to the Client's premise that occurs as a result of work carried out by the Company on behalf of the client. This includes but is not limited to: striking of waterlines or other utilities concealed within walls, damage to tiles or cubicle partitioning. All repair costs are to be borne by the Client.
- 15) The laws of Western Australia govern this Agreement.

Please initial _____ Page One



Client Details

Company/Trading Name		
ABN	ACN	
Street Address	Suburb	Post Code
Postal Address	Suburb	Post Code
Phone	Fax	
Contact Person	Direct Phone Number	
Email Address		

Accounts Payable Contact Person	Direct Phone Number
Email Address	
Service & Deliveries Contact Person	Direct Phone Number
Email Address	

On behalf of the Client, I accept all of the above General Terms & Conditions of Sale

Signature	Date
Printed Name	Position

Please complete, sign and email or fax both pages to:

E: orders@envirocaresystems.com.au

P: 08 9451 1165