

These terms and conditions shall be deemed to be incorporated in any agreement between **BRAUN CONSULTING SERVICES PTY LIMITED** ABN 80 091 059 504 (“us”) and any person placing any order for the supply by us of goods and/or services (“you”).

1. Interpretation

Unless otherwise inconsistent with the context -

- (b) “**goods**” shall mean any goods and/or services supplied or to be supplied to you by us;
- (c) “**order**” means any order given by you to us;
- (d) words importing the singular number shall be deemed to include the plural and vice versa and references to persons shall include corporations and vice versa.

2. Description and Specifications

Whilst every effort is made to ensure accuracy, the descriptions, illustrations and material contained in any catalogue, price-list, brochure, leaflet or other descriptive matter provided by us or on our behalf represent the general nature of the items described therein and shall not form part of any order or agreement or amount to any representation or warranty. We reserve the right to modify the design of the goods without notice.

3. Quotations and Orders

Any quotation made by us is not an offer to sell and no order placed pursuant to any quotation shall bind us until accepted by us. Unless we notify you otherwise within seven (7) days of our receipt of your order, your order shall be deemed to have been accepted by us. Any terms and conditions placed by you on any order and all representations, statements, terms, conditions and warranties (whether implied by statute or otherwise) not embodied herein or otherwise expressly agreed to by us are expressly excluded to the fullest extent permitted by law. In the event of any cancellation of your order after placement you agree to reimburse to us all costs and expenses incurred by us in relation to your order.

4. Delivery

Any date quoted for delivery is an estimate only and we shall not be liable to you for any loss or damage for failure to deliver on or before any quoted date. You agree accept and pay for goods if and when rendered notwithstanding any failure by us to deliver by the quoted date.

5. Title and Risk

Title to the goods shall not pass to you until the purchase price for the goods has been paid in full. Unless otherwise agreed in writing, all goods shall be at your risk upon delivery to you or your carrier or agent.

6. Payment

Unless stated to the contrary on the face of this document the whole of the purchase price is due immediately upon delivery of the goods to you, your agent or carrier.

7. Inspection of Goods on Delivery

You shall inspect the goods immediately on their arrival and shall within seven (7) days from such arrival, give written notice to us of any matter or thing by reason whereof you may allege that the goods are not in accordance with the contract or otherwise defective.

8. Warranties and Limitation of Liability

- (a) The goods are warranted against any defect in workmanship for a period of three (3) years from the date of delivery. We shall also provide to you, to the extent that we are able to do so, the benefit of any more extended warranty obtain by us from the manufacturer of the goods.
- (b) Our liability shall be limited in all circumstances to (at our option) the repair or replacement of any goods supplied by us or payment of the cost of repair or replacement and, in the case of services supplied by us, to (at our option) the provision of those services again or the payment of the cost of providing those services again.
- (c) Except for any conditions, warranties and/or rights,
 - a. contained in these Terms and Conditions,
 - b. implied by any statute and which cannot be excluded, or
 - c. expressly agreed by us in writing to apply to an order;all representations promises statements warranties and conditions (whether statutory, express or implied) regarding any goods or services supplied by us or on our behalf (which without limiting the generality of the foregoing shall include conditions or warranties as to quality or fitness for any particular purpose) are hereby expressly excluded.
- (d) Other than as expressly agreed by us in writing or as provided in these Terms and Conditions we shall not be liable for any loss or damage whatsoever and howsoever arising whether direct, indirect or consequential or in respect of any claim whenever and however made for any loss, damage, deterioration, deficiency or other fault.
- (e) We shall not be liable in any circumstances for any:
 - a. defects or damage caused in whole or part by misuse, abuse, neglect, electrical or other overload, unsuitable lubricant, improper installation, repair, alteration or accident;
 - b. transportation, installation, removal, labour or other cost; or
 - c. technical advice or assistance given or tendered by us to you whether or not in connection with the manufacture, construction or supply of goods for or to you.

9. Severance

Any term or condition of this contract, which infringes any legislation whether State or Federal, shall be severable from this contract without affecting the remaining terms and conditions.