



## Ken Scott Services

P O Box 949

Palmerston NT 0831

M: 0408150611 Ph: 08 89314039 F: 08 89310242

ABN 22600102421

kenscottservices@bigpond.com

**"SPECIALISING IN CUMMINS PT FUEL SYSTEMS"**

### TERMS AND CONDITIONS OF BUSINESS / SERVICE

#### 1. Definitions

1.1 "The Company" refers to Ken Scott Pty Ltd t/as Ken Scott Services.

1.2 "The Buyer" refers to the person, partnership, Limited Company, or other legal entity, who agrees to services being provided by Ken Scott Pty Ltd.

1.3 "The Conditions" refers to the terms and conditions of Ken Scott Pty Ltd. operations, set out in this document and any special terms and conditions agreed in writing by a Director, Company Secretary, or other member of this company's management team, acting for and on behalf of Ken Scott Pty Ltd.

#### 2. Conditions

2.1 These Conditions shall apply to all contracts for any parts or service provided by the Company to the Buyer, to the exclusion of all other terms and conditions, including any terms and conditions the Buyer may purport to apply under any purchase order, confirmation of order, or similar document.

2.2 Agreement of any work to be carried out by Ken Scott Pty Ltd shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

#### 3. The Price and Payment

3.1 The price of the service provided shall be the price agreed between the Company and the Buyer, at the time the Buyer agrees to work being carried out. This price may vary, dependent upon any change in parts prices, or change in specialist charges, which may come into effect at the time the work is completed and which is beyond the control of the Company. The price of the work carried out is inclusive of GST.

3.2 Payment of the price and GST shall be due at point of collection/delivery of vehicle following completion of repairs, unless otherwise agreed, in writing, with the Company. Payment in this instance is generally agreed to be 30 days from date of invoice. The Company accepts payment via EFT (fund need to be cleared before goods are released), Visa, Mastercard, Cash and by Cheque (funds need to be cleared before goods are released).

#### 4. Credit Terms

4.1 Where Credit Terms have been extended to the Buyer by the Company, the Company reserves the right to refuse to provide any of its garage services or parts ordered by the Buyer, where to do so would mean the Buyer exceeding the Credit Limit extended to the Buyer.

#### 5. Late Payment

5.1 Interest on commercial debt shall accrue from the date of the invoice, unless a written agreement is in place between the Company and Buyer giving an agreed payment period of 30 days. Interest will accrue from day to day, until the date of payment, at the statutory rate (10% above the base rate of the National Australia Bank applicable on the date the debt becomes due). This figure may change from time to time, dependent upon the interest figures in force by National Australia Bank at the time payment of invoice is due. Interest will accrue until settlement is reached or until any Court Judgment is made.

5.2 In the event that any invoice is not paid on, or before, its due date, then all sums due and owing to the Company from the Buyer shall become immediately payable and subject to clause 5.1 above.

5.3 The Company shall be entitled to recover from the Buyer all administrative, collection and legal costs incurred by it in recovering overdue amounts and all sums that become immediately payable under clause 5.2 above.

5.4 Without prejudice to any of the Company's other rights, the Company may, in the event that any sum is not paid, on or before its due date, suspend the service it provides to the Buyer. Any parts, or equipment, provided to the Buyer by the Company remain the property of Ken Scott Pty Ltd. until all amounts owed are paid.

#### 6. Title and Risk

6.1 Any work carried out by the Company at the request of the Buyer, will be at the Buyer's risk from the point of completion of work, to the Buyer's satisfaction in spite of delivery.

Title of any parts fitted shall not pass from the Company to Buyer until all relevant and outstanding invoices and GST have been paid in full and at such a time that no other sums whatsoever are due from the Buyer to the Company.

#### 7. Buyer's Warranties

7.1 The Buyer hereby warrants that he is not an undischarged bankrupt and has not committed any act of bankruptcy or being a company with either limited or unlimited liability knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a Receiver or to petition for the winding up of the company or exercise any other rights over or against the company's assets.

#### 8. Disputes Procedure and Jurisdiction

8.1 Any and all contracts entered into between the Company and the Buyer shall be governed by the laws of Australia Consumer Law and all disputes arising out of any contract between the Company and the Buyer shall be subject to the exclusive jurisdiction of the courts of Australia. In the event that the Buyer is dissatisfied with any repair or service carried out by the Company, the Buyer should first make contact with the Company in order to try and resolve the matter. The Company has a complaints procedure in place. It also complies with the Consumer Law Act.

#### 9. Warranty

9.1 The parts and labour itemised on the invoice, are guaranteed free from defect for 6 months or 10000 km (whichever comes first) from the date of invoice, unless detailed otherwise, with the exclusion of damage arising from customer/third party interference, routine wear and tear, negligence, abuse and accidental damage. This applies to new parts provided by the Company only (exceptions apply, including manufactures warranty).

In the event of a potential claim, you should notify us immediately whereupon the defect will be assessed and repaired free of charge by the Company providing the exclusions do not apply. Any repairs by an alternative organisation will only be permitted with prior express authorisation by the Company. Your statutory rights are not affected.

9.2 Warranty is not transferable, should the vehicle/machinery or part be on sold from one owner to a new owner any warranty is therefore void and no longer valid.

10. Vehicle Storage The Company will invoice \$20.00 + GST per day for the storage of any vehicle not collected within 24 hours of being advised of completion of work.

11. Surcharge for Special Order Parts

The Company may request for the Buyer to pay for parts in advance if they are not a stock line. Special buy ins are generally non refundable, a Surcharge may apply to restock, dependant on supplier refund conditions.

#### TERMS AND CONDITIONS OF BUSINESS / PARTS

Unless otherwise stated in our Quotation or agreed in writing, it must be clearly understood that acceptance of your Order is subject to acceptance of our standard conditions printed below.

#### 1. Settlement/Terms of Payment

(a) Cash prior to delivery (unless other credit account arrangements are made).

#### 2. Price

(a) All prices quoted are current at date of Quotation and are subject to change without further notice.

(b) All prices quoted will include GST unless appropriate Certification is supplied to the Buyer.

#### 3. Delivery

Any items or dates quoted for dispatch or delivery, following our acceptance of your order are based on receipt by us of full and final instructions enabling us to proceed uninterruptedly with the work. We cannot accept responsibility for any delays due to causes outside our control. Extra charges will apply to specially procured items.

#### 4. Return of Goods

Credit will not be considered unless goods are returned freight prepaid. Original invoice number and date must be quoted.

Credits may be allowed at our discretion.

(a) Goods "especially procured" to customer order must be confirmed by an Order in writing and are not eligible for return or credit.

#### 5. Customer's Property

Customer's property supplied to us will be held entirely at the customer's risk as regards to fire or other unforeseen damage, unless otherwise arranged. Every care will be taken to get the best results where materials are supplied by the customer, but we do not accept responsibility for imperfect work caused by defective or unsuitable materials so supplied.

#### 6. Limits of Offer

Our quotation covers only the equipment listed in the Basic Specification of Equipment offered.

All descriptive material, drawings, particulars of weights and dimensions submitted with our quotation are approximate. .

Quotations are valid for 14 days after the date of the quotations.

applicable to such figures.

#### 8. Storage and Insurance

If by reason of your instructions or lack of instructions we are unable to ship the goods within fourteen (14) days after notification of readiness for dispatch, we may arrange for suitable storage and insurance until the goods are dispatched, and charges for storage, insurance, transport and other costs incidental thereto may be charged to your account.

#### 9. Limitation of Liability

We shall not be subject to nor incur any claim, action or liability for consequential damage, loss of use or of profits. Our liability ceases on delivery to authorised third party carriers.

#### 10. Acceptance

Accepting delivery of goods detailed in this invoice is acceptance by the customer of the above Conditions of Sale.

*For All Things Diesel*

*repairs.maintenance.rebuilds.labourhire*



[www.kenscottservices.com.au](http://www.kenscottservices.com.au)