

High Performance Camshafts and Valve Train Components

Terms & Conditions

In these conditions "the Company" shall mean Crow Cams Australia Pty Ltd, "the Customer" shall mean the person, firm or corporation from whom an order is accepted by the Company and "the Goods" shall mean the products, materials, equipment and services supplied by the Company. Unless the context requires otherwise, words purporting the singular shall be deemed to include the plural and words purporting gender shall be deemed to include all other genders.

Acknowledgement and acceptance of terms and conditions:

By accessing, browsing or using the Company website, or reading the Company catalogue, you agree to these conditions as amended from time to time, and acknowledge that you have read and understood these conditions. By purchasing a product, you agree to be bound by these conditions.

Quotations:

- A quotation constitutes an invitation to the Customer to make an offer to contract. An agreement shall not be constituted until an official order from the Customer requesting goods upon these terms and conditions is accepted by the Company.
- All prices quoted are subject to market fluctuations in accordance with Crow Cams Australia's pricing policies, its supplier's recommended prices or Government levied increase without reference to the Customer.

 If acceptance of a quotation by a Customer exceeds thirty (30) days, quoted prices will need to be reconfirmed with the Company.
- 33
- Prices offered are quoted on the availability of the total range of product being offered. Any product deletion or amendment may require requoting.
- Any date of completion/delivery specified in the quotation is an estimate only.

Reservation/Retention of Title:

- You acknowledge that the ownership of goods delivered is only transferred to you when you have paid all sums owing, and until that time we have the right to call for or recover the goods at our option (for which purpose our employees or agents may enter any of your premises) and you are obliged to deliver up the goods if so directed by this Company.
- You agree to keep the goods in a fiduciary capacity for us until such time as ownership is transferred to you.
- Notwithstanding the foregoing, you may sell the goods to a third party in the ordinary course of business, but title remains with us pursuant to these provisions.

Supply/Delivery of Goods:

- The Customer acknowledges that the manner and conditions upon which the Company is able to supply Goods may be dependant upon factors beyond the Company's reasonable control including and, without limitation, changes to the terms and nature upon which Goods are supplied to the Company for resale to the Customer.
- The Company reserves the right to make reasonable alterations or modifications to design or specification of the Goods without notice to the Customer unless this right is specifically waived by the Company in writing. Cartage will be charged on all deliveries, unless quoted FIS.
- Storage of any Goods for a period of time may incur holding costs charged to the Customer. During any period of storage all Goods remain at the risk of
- 5.5. It is the Customer's responsibility to check the colour, type, condition and quantities of all orders upon receipt.

Pricing and Payments Terms:

- All prices are subject to market fluctuation and prices charged will be those applicable at the date of delivery, unless firm quote provided.
- Unless otherwise expressly provided in the quotation, the terms of payment of the contract price shall be:
 - Payment in full within thirty (30) days of invoice provided the Customer is currently approved for credit by the Company.
 - 6.2.2 Where the Customer is not approved for credit, payment in full on or prior to delivery will be required.
- 2.3. Payment in full on all custom grinds must be made prior to job commencement.

 Interest payable on outstanding accounts shall be charged at a rate of 2% above the overdraft rate charged to the Company by its bankers.
- 6.4. If payment is not received within our trading terms, the Company may suspend existing work, and/or trading facilities until such payment is received.

Returns & Credits:

- No return of Goods will be accepted or credit issued for return of Goods unless the return has first been approved by an authorised representative of the
- Credits will not be issued for Goods returned unless an Invoice Number is quoted.
- A limit of thirty (30) days applies to all returns and credits.
- No credits will be issued for custom Goods.
- 7.5. All Goods returned will be subject to a minimum 15% restocking charge.

Warranties:

- All Goods sold are subject to manufacturer's warranty and trading terms.
- No warranty will come into effect until Goods have been paid for in full.
- The Company will honour manufacturer's warranties to the extent provided by relevant law and to the extent the Company has the benefit of such
- The Company does not provide any warranty beyond that required by relevant law.

Limitation of Liability:

- Nothing in these terms shall exclude, restrict or modify any term, warranty, condition as contained in the Trade Practices Act 1974 or similar state or territory legislation
- The Company's liability will be limited to the maximum extent permitted by law to replacement of any defective goods, the sup ply of equivalent goods, the repair of such goods or the refund of the sale price.
- The Company shall not be liable for any:
 - consequential or incidental damages; 9.3.1.
 - damages or loss of any nature whatsoever relating to lost profits, business interruption, loss of data or privacy or confidentiality, personal injury or any failure to meet any duty; or
 - 933 indirect, special or punitive damages arising in any manner.
- 10. The failure by the Company at any time to insist upon the strict observance by the Customer of any term, condition or warranty shall not be deemed a waiver thereof or amount to a waiver of any subsequent breach of any such term, condition or warranty.

Acceptance of Goods constitutes acceptance of the above terms. No other conditions as implied by Customer order, course of negotiations, correspondence or otherwise will be applicable unless accepted in writing by the Company