

COPY

Order

Purchase No: 00011819

Date: 21/07/2023

Ship via: Pick Up

Ship To:

Freight: \$0.00 GST

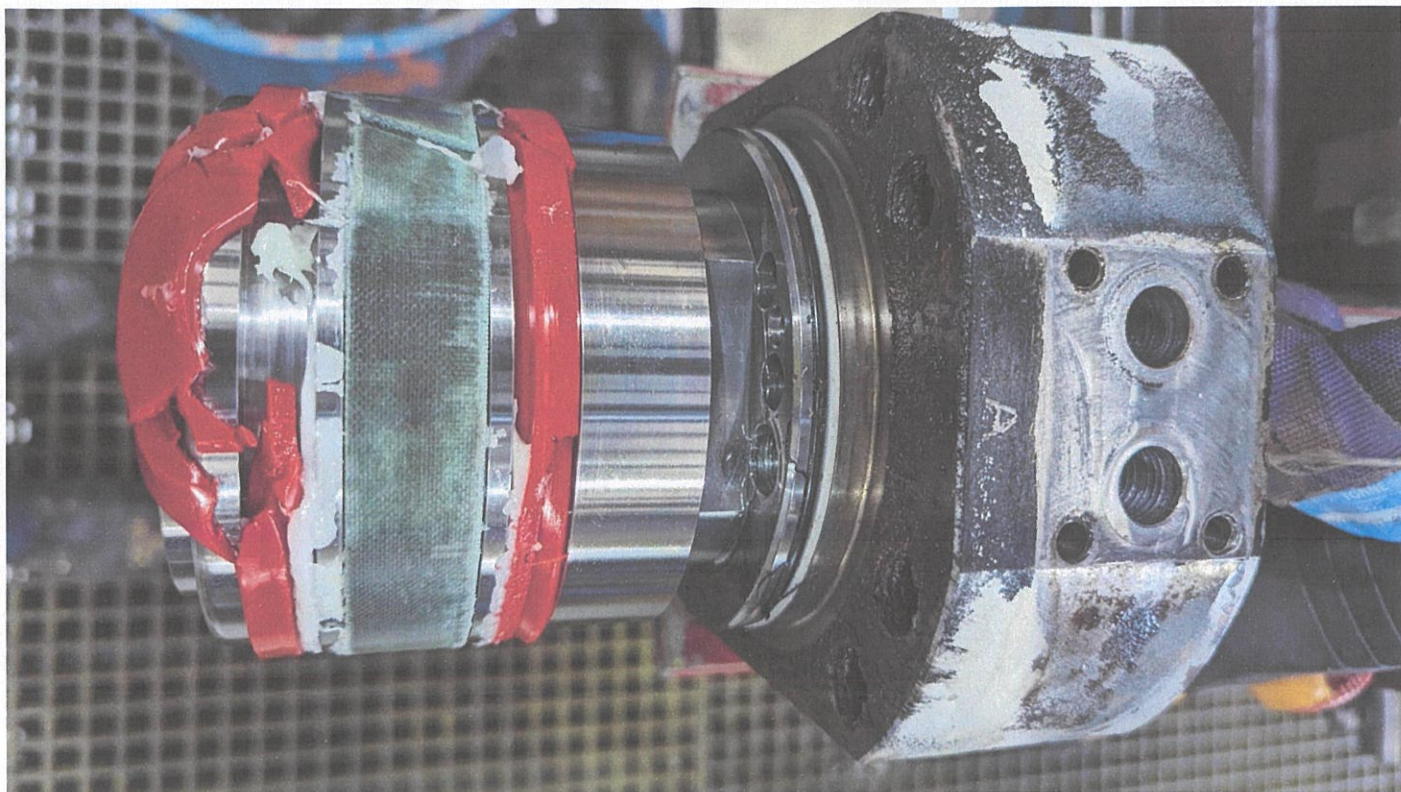
GST: \$984.70

Total inc GST: \$10,831.70

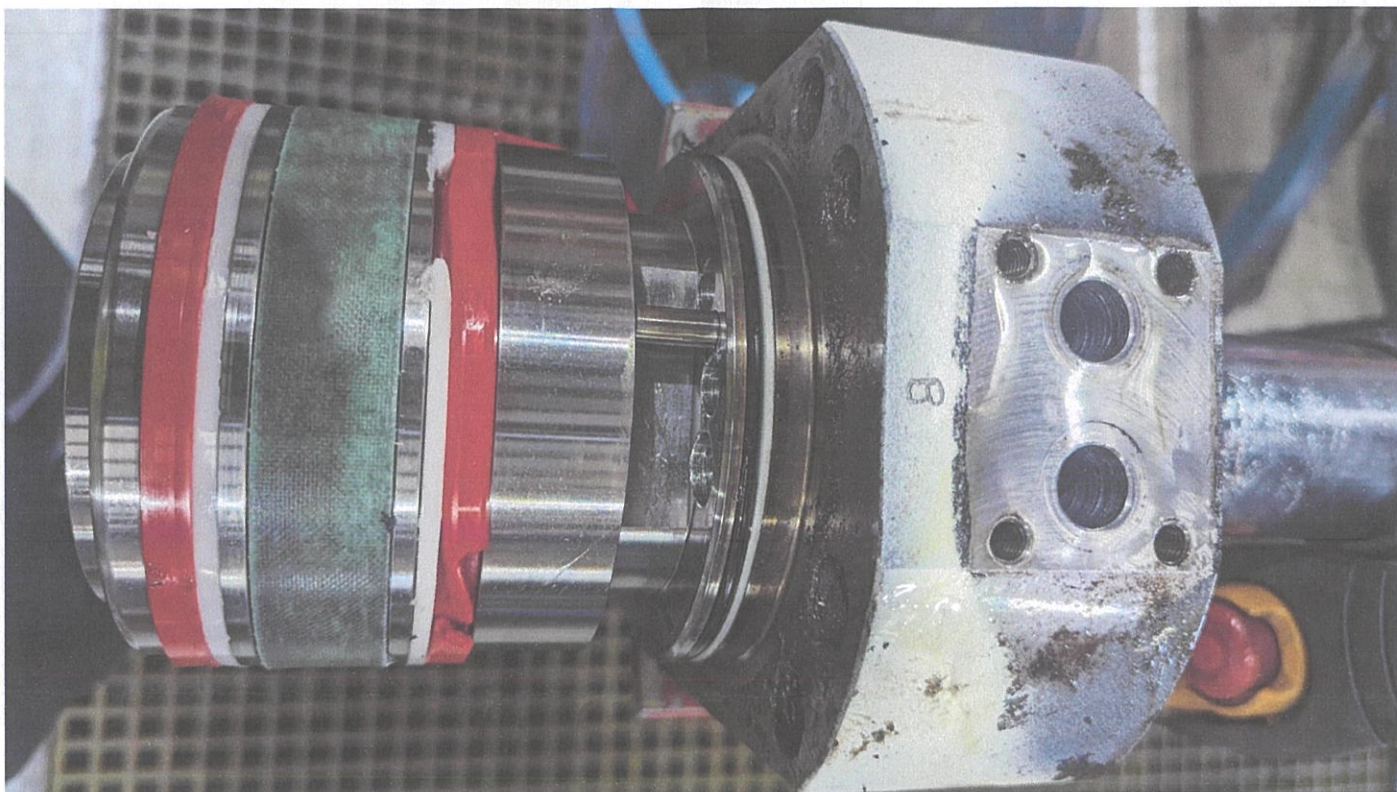
Amount Applied: \$0.00

Code	Rate	GST	Sale Amount
GST	10%	\$984.70	\$9,847.00

Balance Due:	\$10,831.70
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COPY



COPY



ABN: 29 058 390 382

BFP (4500) Clontarf
341 Macdonnell Road
CLONTARF QLD 4019

BILL TO: CL0010394

SHIP TO:

COPY

SERVICE TAX INVOICE

Invoice: SLI 21492710

Reprint 0

Invoice Date	31-Aug-23	Print Date	06-Sep-23
Order Date		Sales Order	45J001585
PO Number	00011819		
Credit Terms	30 Days From EOM		
Sales Person	Stephen Buttery		

DESCRIPTION	NET VALUE
REBUILD LEAKING CYLINDERS AND VALVES PRICE CHANGED DUE TO NOT PAINTING AS QUOTED PO# 00011819 JOB# 45J001585 SERVICE REPAIRS Please be aware that all Danfoss pricing is inclusive of the temporary tariffs Danfoss is currently applying to all Danfoss products as result of the global pressure on the supply of commodities and freight costs. The tariffs range from 5% to 18.95%. For further information regarding the specific tariff that has been applied to the items you have purchased please contact your sales contact.	9,500.00

FINANCIAL SERVICES PROVIDED BY QUESTAS CORPORATE PTY LTD -- Tel: 02 9881 0071

Cheque payable to:
Berendsen Fluid Power,
Locked Bag 2011,
Seven Hills,
NSW, 1730.

EFT:
REF: CL0010394
Bank: WBC
B.S.B: 034-002
Acc#: 515 484

Credit Card:
Surcharges Apply
Mastercard/Visa (1%)
Amex Diners (1.5%)
Remittances: accountsreceivable@berendsen.com.au

NET LINE TOTAL (EX GST)	9,500.00
TOTAL GST	950.00
Please Pay INVOICE TOTAL (GST Included)	AUD 10,450.00

Unless otherwise agreed with Borensden Fluid Power Pty Ltd (Company) in writing, Goods purchased from Borensden are purchased subject to Borensden's terms & conditions of sale **T&C**. The Purchaser agrees to be bound by the T&C by:

- (a) placing an Order;
- (b) receiving an order acknowledgement;
- (c) accepting delivery of Goods;
- (d) signing an authority to proceed;
- (e) accepting a quotation;
- (f) making an application for credit in respect of Goods;
- (g) making any payment in respect of Goods; or
- (h) performing any obligation under the T&C.

(Event)

Unless otherwise agreed by Borensden in writing in accordance with clause 2.2 and clause 26 of the T&C, the T&C constitutes the entire agreement between Borensden and the Purchaser in connection with an Event and supersedes and will prevail over any prior discussions, representations, agreements and arrangements in relation to an Event.

The T&C can be found on Borensden's website at www.borensden.com.au or can be requested by contacting the Purchaser's nearest Borensden Branch or 1800 814 411

BELOW IS A SUMMARY OF THE TERMS IN THE T&C AND IS PROVIDED FOR CONVENIENCE ONLY THIS SUMMARY DOES NOT REPRODUCE ALL THE TERMS OF THE T&C NOR IS IT IN ANY WAY A SUBSTITUTE FOR ANY PART OF THE T&C.

1	DEFINITIONS AND INTERPRETATION
1.1	Except where defined in this summary of the T&C, all capitalised words have the meaning given to them in the T&C.
1.2	Any modifications or variations to the T&C made without the written consent of the Company are void.
2	ORDER, ACCEPTANCE AND APPLICATION
2.1	Where an Event occurs in connection with the Purchaser, then: (a) the Purchaser shall be taken to have agreed to and accepted the terms of the T&C; and (b) that the T&C, together with the terms of the quotation and/or any notice of acceptance of the Order given by the Company (if applicable), constitutes the entire agreement in connection with the Event, and (A) supersedes and will prevail over all prior discussions, agreements, understandings, courses of conduct or arrangements between the Purchaser and the Company; or any valuations, representations, requests for proposal, or offers made by the Purchaser in connection with the Event; (B) the Order and/or application for credit is accepted by the Company on the basis that the T&C, together with the terms of any quotation and/or any notice of acceptance of the Order given by the Company constitutes the entire agreement between the Purchaser and the Company in connection with the Event.
3	PERFORMANCE
3.1	Any performance figures in relation to the Goods given to the Purchaser by the Company are estimates only.
3.2	The Company is not liable to the Purchaser or any other person for any loss or damage, including any consequential loss or damage (including for example, loss of profits or of business opportunity), in connection with a failure of any Goods to attain such figures, unless the Company gives a written guarantee in relation to such figures.
4	QUOTATIONS AND PRICE
4.1	The Price of the Goods: (a) is the amount, confirmed by the Company, that the Purchaser is required to pay to the Company to purchase the Goods; (b) excludes the cost of carriage unless otherwise agreed in writing between the Purchaser and the Company; (c) includes the cost of packaging; (d) is GST exclusive; and (e) is subject to any reasonable adjustment pursuant to clause 4.5 of the T&C.
4.2	Any Price concession or discount the Company provides to the Purchaser shall not give rise to any expectation of any future Price concession or discount being offered to the Purchaser and shall in no way obligate the Company to offer any future Price concession or discount to the Purchaser.
5	PAYMENT
5.1	Payment of any invoice issued by the Company must be made in full by the Due Date and in the currency applicable to that Order to which the invoice relates.
5.2	Without prejudice to any other rights or remedies the Company may have, the Company may charge the Purchaser: (a) interest on any overdue amounts payable by the Purchaser to the Company, at the then prevailing penalty interest rate fixed by the Attorney General under section 2 of the Penalty Interest Rate Act 1983 calculated daily on the amount overdue from the Due Date until payment is received in full; and (b) the Company's costs or expenses incurred in seeking to recover overdue amounts payable by the Purchaser.
5.3	The Purchaser indemnifies the Company for any expenses incurred by the Company in enforcing the Company's rights against the Purchaser under the T&C or any guarantee provided by a Guarantor and will reimburse the Company as a debt due and payable for such expenses when requested to do so by the Company.
5.4	The Purchaser must not withhold payment of any invoice by reasons of set off, counter claim or otherwise.
6	TITLE AND RISK
6.1	Title in the Goods passes to the Purchaser on payment by the Purchaser of the Price in full. Until full payment in cleared funds has been received by the Company for all Goods supplied to the Purchaser: (a) the Purchaser grants a security interest (as that term is defined in the IPPS Act) in respect of those Goods to the Company; (b) the Company shall retain title to those Goods under clauses 8 and 9 of the T&C; and (c) the Company may repossess or demand the return of the Goods under clauses 8.3(e) and 8.4 of the T&C.
6.2	Risk in the Goods passes to the Purchaser from the earliest of: (a) the passing of title in the Goods to the Purchaser; (b) the physical delivery of the Goods to the Purchaser; (c) the time when the Goods are loaded on the Company's premises or another location nominated by the Company for delivery to the Purchaser by a carrier nominated, arranged or engaged by the Purchaser; or (d) when the Goods are delivered to the Purchaser (prior to being taken off the carrier) where the carrier which is to effect delivery of the Goods to the Purchaser is nominated by the Company.
6.3	If Goods are stored by the Company on behalf of the Purchaser in accordance with clauses 1.1(h)(iv)(A) and 10 of the T&C, or in the case of export orders, when the Goods are made available from the place of production or distribution unless otherwise agreed by the parties upon the Company's receipt of the Order
6.4	This Company is not liable for any loss or damage or deterioration of the Goods after risk on the Goods has passed to the Purchaser
7	RETURN OF GOODS
7.1	The Purchaser must not return Goods to the Company except upon the written consent of the Company obtained in advance of such return and in accordance with further terms and conditions and charges pursuant to clause 16 of the T&C.

WARRANTY

The Company gives the warranty contained in Schedule 1 of the T&C in respect of the Goods.

(a) Where You are a consumer, our Goods come with guarantees that can not be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Where You are not a "consumer" within the meaning in the Australian Consumer Law, the guarantees referred to in clause 11.2(a) of the T&C do not apply.

(b) The Warranty is given in addition to all statutory rights conferred on the Purchaser.

(c) The Company does not make any promise, for example, that any part or repair facility in respect of the Goods will be available at any time or at any specified location, other than as expressly provided for in the Warranty.

8.3 The Company will use all reasonable endeavours to make available to the Purchaser the benefit of any guarantees or warranty given by the manufacturer to the Company in respect of any Goods not manufactured by the Company.

LIMITATION OF LIABILITY

With the exception of the Consumer Guarantees, the Company excludes:

- (a) any term, condition or warranty that may otherwise be implied into a Contract;
- (b) any liability for loss or damage incurred as a result of or in connection with the negligence of the Company; and
- (c) any liability to the Purchaser or to any other person for any loss of profit or other economic loss, indirect, special, consequential, general or other similar loss or damage how, so ever arising.

9.2 Nothing in the T&C is intended to exclude, restrict or modify any rights which the Purchaser may have under the Australian Consumer Law, or any other legislation which cannot be excluded, restricted or modified by agreement.

SUMMARY WARRANTY (Clause 11 of the T&C - Warranty)

GOODS

Subject to clauses 2 and 3 below, and in the absence of a third party manufacturer warranty, the Company agrees, in relation to any faulty workmanship or material defect in Goods that are purchased by the Purchaser and reported by the Purchaser to the Company during the Warranty Period, to any one or more of any the following:

- (a) to repair the Goods or replace the Goods or supply equivalent goods;
- (b) to repair the Goods;
- (c) to replace the goods or supply equivalent goods; or
- (d) to pay the cost of replacing the goods or acquiring equivalent goods, or to pay the costs of having the goods repaired; and
- (e) in the case of services:
 - (i) to supply the services again; or
 - (ii) to pay the cost of having the services supplied again.

1.2 For the avoidance of doubt, the Company has sole discretion as to any one or more of the alternatives specified in clauses 1.1(a) or 1.1(b).

1.3 The Warranty does not cover anything which is not expressly included in the Warranty.

1.4 Where a component or part of the Goods are repaired or replaced by the Company pursuant to clause 11, the liability of the Company will be limited to that particular component or part.

EXCLUSIONS

To the extent permissible by law, the Warranty does not cover:

- (a) anything caused or contributed to by:
 - (i) Normal Wear and Tear and the gradual reduction in operating performance of the Goods;
 - (ii) an accident, abuse, neglect of a person other than the Company, including any willful, negligent or inappropriate act or omission of a person other than of the Company which occurs during transportation of Goods, the loading and/or unloading of Goods, installation of Goods, or modification of Goods;
 - (iii) vandalism, power outages, surges, inadequate or improper voltage or current, or use and misalignment of Goods contrary to any instruction or manual;
 - (iv) repair or modification of the Goods carried out:
 - (A) without the proper written consent of the Company; or
 - (B) by a person other than the Company or its agent;
 - (v) any criminal, deliberate, willful, dishonest or fraudulent act, error or omission of the Purchaser or any of its officers, employees or agents; or
 - (vi) any breach by the Purchaser of law or regulatory requirement;
- (b) costs of removal, reinstallation, recommissioning or shipping of the Goods;
- (c) damage occurring during transportation, freight, installation of the Goods or while moving the Goods;
- (d) damage occurring during testing of the Goods or components of the Goods; and
- (e) any defect or faulty workmanship in relation to the Goods:
 - (i) not notified to the Company within the Warranty Period; or
 - (ii) where the Purchaser continues to use the Goods after the Purchaser knew or discovered or ought reasonably to have known or discovered the defect or faulty workmanship.

WARRANTY CLAIMS AND ASSOCIATED COSTS

If a Purchaser wishes to lodge a claim under the Warranty in relation to the Goods then the Purchaser must notify the Company immediately and during the Warranty Period. Further information regarding the Warranty claim process can be obtained by contacting the Company. The Purchaser must comply with the following conditions when lodging the claim:

- 3.2 The Company must be notified of the claim by the Purchaser within the Warranty Period, and the Goods must be returned to the Company at the location from which the Goods were originally dispatched to the Purchaser; or
- (b) Goods were originally dispatched to the Purchaser from a location other than the location from which the Goods were originally dispatched to the Purchaser, provided that the cost of returning the Goods to such a location does not exceed the cost of returning the Goods to the location from which the Goods were originally dispatched to the Purchaser.

Where the Company directs the Purchaser to return the Goods to the Company, the Purchaser must return the Goods in accordance with such direction.

3.3 The Company may at its discretion require the Purchaser to issue a purchase order with respect to additional inspection, testing and / or assessment required in order for the Company to assess a Warranty claim and the Purchaser shall be obliged to issue such documentation prior to any further inspection, testing and / or assessment being undertaken by the Company under the Warranty terms.

3.4 In the event that the Company determines at its sole discretion that a claim is not accepted under the Warranty, the Purchaser shall be liable for any costs incurred by the Company associated with a Warranty claim, including all costs incurred by the Company in inspecting, testing, and / or assessment required in order for the Company to assess a Warranty claim, including all costs associated with travelling to a particular location to inspect, test and/or assess the Goods.

3.5 In the event that the Purchaser at its sole discretion does not accept a Warranty Claim, the Purchaser shall be notified of the Company's decision and will be issued with an invoice for the costs incurred by the Company associated with a Warranty claim pursuant to clause 4.5 of the Warranty.

3.6 Where a third party manufacturer warranty applies, the Purchaser agrees to comply with any applicable warranty terms and conditions, to the extent that they contain additional warranty requirements.

3.7 The Purchaser shall indemnify the Company in respect of any and all Claims, losses, expenses and liabilities incurred by the Company arising indirectly or directly out of any Warranty claim not accepted by the Company acting in its sole discretion.

3.8

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- (b) receiving an order acknowledgement;
- (c) accepting delivery of Goods;
- (d) signing an authority to proceed;
- (e) accepting a quotation;
- (f) making an application for credit in respect of Goods;
- (g) making any payment in respect of Goods; or
- (h) performing any obligation under the T&C.

(Event)

Unless otherwise agreed by Borensden in writing in accordance with clause 2.2 and clause 26 of the T&C, the T&C constitutes the entire agreement between Borensden and the Purchaser in connection with an Event and supersedes and will prevail over any prior discussions, representations, agreements and arrangements in relation to an Event.

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3.2	The Company is not liable to the Purchaser or any other person for any loss or damage, including any consequential loss or damage (including for example, loss of profits or of business opportunity), in connection with a failure of any Goods to attain such figures, unless the Company gives a written guarantee in relation to such figures.
4	QUOTATIONS AND PRICE
4.1	The Price of the Goods: (a) is the amount, confirmed by the Company, that the Purchaser is required to pay to the Company to purchase the Goods; (b) excludes the cost of carriage unless otherwise agreed in writing between the Purchaser and the Company; (c) includes the cost of packaging; (d) is GST exclusive; and (e) is subject to any reasonable adjustment pursuant to clause 4.5 of the T&C.
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5.1	Payment of any invoice issued by the Company must be made in full by the Due Date and in the currency applicable to that Order to which the invoice relates.
5.2	Without prejudice to any other rights or remedies the Company may have, the Company may charge the Purchaser: (a) interest on any overdue amounts payable by the Purchaser to the Company, at the then prevailing penalty interest rate fixed by the Attorney General under section 2 of the Penalty Interest Rate Act 1983 calculated daily on the amount overdue from the Due Date until payment is received in full; and (b) the Company's costs or expenses incurred in seeking to recover overdue amounts payable by the Purchaser.
5.3	The Purchaser indemnifies the Company for any expenses incurred by the Company in enforcing the Company's rights against the Purchaser under the T&C or any guarantee provided by a Guarantor and will reimburse the Company as a debt due and payable for such expenses when requested to do so by the Company.
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6.3	If Goods are stored by the Company on behalf of the Purchaser in accordance with clauses 1.1(h)(iv)(A) and 10 of the T&C, or in the case of export orders, when the Goods are made available from the place of production or distribution unless otherwise agreed by the parties upon the Company's receipt of the Order
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