



## Terms and Conditions of Sale

The following terms and conditions, unless superseded by legal requirements, delineate the procedures governing quotations, purchases, and sales of products from XESS Pty Ltd. Upon purchasing goods or services from XESS, the buyer implicitly agrees to adhere to these conditions.

### 1. Quotations and Prices

XESS provides a price list for standard products and services, that may be subject to change without prior notice. However, reasonable efforts will be made to inform buyers of any modifications before accepting their purchase orders. The prices listed will be in AUD (unless otherwise stated in writing) and exclude taxes, delivery charges, and additional expenses such as extra/special packing, container hire/delivery, and export costs.

Quotations or estimates are valid for 30 days unless otherwise advised in writing. Requests for budgetary information are considered preliminary and do not constitute an offer or constitute any liability on XESS. Prices may be subject to currency exchange rate fluctuations, which may be reflected in the final invoice. All formal Quotations will be in the form of an XESS quotation template.

### 2. Purchase Orders

All purchase orders must be submitted in writing via our online ordering service or by email. Purchase orders should specify the purchaser's details, Company trading name, company information, a designated contact person and their contact information, XESS part numbers, agreed purchase price (and quotation reference number where applicable), delivery address, requested delivery date, and the purchaser's order number.

### 3. Freight

The purchaser is responsible for all freight charges, itemised on the invoice. Freight when dispatched through XESS's preferred carrier (unless advised by the purchaser) is insured, however, it is the purchaser's responsibility to ensure the received goods are in acceptable good condition. Any damages found must be reported within 24hrs or one business trading day of receiving the delivery. The purchaser should not accept damaged goods for delivery and where possible take evidence in the form of photos. Once the purchaser signs for the delivery in good condition, XESS is relieved of liability for damages.

If the purchaser opts to use their own carrier, XESS bears no responsibility once the goods are collected by the purchaser's nominated carrier.

### 4. Stock Returns

Goods sold by XESS cannot be returned without authorisation and must be accompanied by supporting Return Material Authorisation (RMA) provided by XESS. Returns for credit are subject to a 10% restocking fee and must be returned within 60 days of the original invoice, in original unused condition, undamaged, unopened, and in original packaging. No credit for freight or handling charges will be issued.

### 5. Payment

Payment before dispatch is required for purchasers without credit terms. Payment should be made via direct deposit, with a valid bank receipt/remittance provided before goods are dispatched, if a receipt/remittance cannot be provided, goods will be released once payment is seen in our nominated bank account. Should you request to make payment via credit card (MasterCard or VISA), these payments will incur a 1% transaction surcharge. Large orders or specific projects may require a deposit before the commencement of order processing, which will be communicated through a quotation or estimate.



Credit accounts can be requested and will be issued after successful completion and scrutineering by XESS, our accounts partners, and will be approved at the sole discretion of XESS. Credit applications can take up to 30 days to process and will only be considered after 3 payments before dispatch transactions and a minimum of 3 months of transactional trading history.

Each account will have a credit limit established by XESS, representing the maximum credit amount extended to the buyer. If dispatching goods surpasses the buyer's credit limit, the buyer must make a payment to prevent exceeding the limit post-invoicing. Goods awaiting dispatch will not be invoiced or dispatched until this payment is received. It is the buyer's responsibility to monitor their credit limit and ensure it is not exceeded by invoicing pending products.

Accounts with unpaid balances by the due date will incur an accounting fee of \$50 per transaction and accrue interest at a rate of 1% per month, starting from the due date.

XESS retains the right, at its sole discretion, to adjust the buyer's credit terms at any time if the buyer breaches these terms or for any other valid reason deemed appropriate by XESS.

## 6. Order Cancellation

Orders without a deposit can be cancelled within 24 hours of dispatch, however, consultation will occur prior. Orders with a deposit may require full payment or incur a 10% restocking fee upon cancellation.

These Terms constitute the entire agreement between XESS and the Customer with respect to the subject matter herein and supersede all prior or contemporaneous agreements and understandings, whether written or oral. Any waiver or modification of these Terms must be in writing and signed by authorised representatives of both parties.

By engaging in any transaction with XESS, the Customer acknowledges that they have read, understood, and agreed to be bound by these Terms.

These terms of sale are subject to change, with written notification provided whenever possible. However, it is the purchaser's responsibility to ensure they possess the most current version of these terms. This document is available upon request.