

**GENERAL :**

All trading is made on the distinct understanding that the following provisions apply to all orders, given to, and accepted by Hydraulic Manifolds Australia (also known as HMA). Hydraulic Manifolds Australia reserve the right to alter prices and specifications, or to discontinue any items listed in their catalogue or on their website without notice.

**PRICES:**

All prices quoted by HMA are Recommended Retail Price, also known as List Price. Prices are quoted ex-works and are based upon costs ruling at the date of the quotation and the price is subject to fair adjustment by the company to take into account any alteration in such costs prior to delivery of the goods or, in the case of delivery by installments, to the final delivery.

**G.S.T. :**

Unless otherwise specified, the prices quoted do not include G.S.T. or any other Government impost. Revenue duties of all kinds will be to the purchasers account, if applicable.

**PAYMENT :**

Where a credit account is established with Hydraulic Manifolds Australia, terms are net thirty (30) days from date of invoice unless mutually agreed in writing.

**DELIVERY:**

Delivery is quoted ex-works and every endeavour is made to ensure the delivery is met. However, HMA can accept no responsibility for delays, or liability for penalties due to causes beyond their control.

**VALIDITY:**

Quotations are valid for a period of thirty (30) days from the date of the quotation and thereafter are subject to confirmation before HMA's acceptance of the order.

**WARRANTY :**

HMA products are guaranteed for a period of six (6) months, from the date of invoice, against faulty workmanship or materials. It is limited to the value of the HMA product in question and allows for the repair or replacement of the product at the discretion of HMA.

The company will in no circumstances be liable for any loss or damage of any kind whatsoever directly or indirectly by any defect in material or workmanship, or any defect in the goods or service supplied or by any negligence of the company or of any servant or agent thereof and all warranties and conditions express or implied statutory or otherwise are hereby expressly excluded.

**Warranty is conditional on :**

- The product being used and performing within specifications, as stated.
- Products not being subjected to treatment as considered by HMA, as outside, normal wear and tear.
- The part being returned carriage paid. Any cost or expense incurred by any persons removing or refitting the part shall be borne by the purchaser.

All care has been taken in the preparation of the information contained herein, however except as required by statute, Hydraulic Manifolds Australia does not accept liability for any direct, indirect or consequential loss or damage caused to the customer or any person which arise from or in relation to the user or application of the products of said information.

**DESIGN :**

Where the goods are manufactured to the design or specification of the Purchaser, the Purchaser warrants that such goods do not infringe any patent registered design, or other like protection, or the provision of any statute statutory instrument or regulation for the time being in force.

**PERFORMANCE AND REPRESENTATIONS :**

Any figures or estimates given for the performance of goods are based upon the Company's experience and are such as the Company would expect to obtain on test. But the Company will only accept liability for failure to obtain the figures or estimates given when such figures or estimates are guaranteed in writing within specified margins.

**SUB-CONTRACTING :**

The Company reserves the right to subcontract the manufacture and/or supply of any part of the goods quoted or on any materials or services to be supplied.

**RETURNS :**

Goods will only be accepted for credit under the following conditions:

- That they are returned at the customers expense and are in an "AS NEW" condition and will be subject to a 15% re-stocking surcharge.
- Stating HMA's invoice number and the reason for their return.
- No claims for quantity variations or transport instructions will be recognised unless advised in writing within 14 days of invoice date.
- Unless by written arrangement all goods manufactured to a customer's specifications are not returnable for credit.

All information contained within HMA's catalogue and website is subject to Design & Dimensional changes and or correction without notice.

All Drawings, Documentation, Images and Information is supplied for Reference Only. For critical dimensions and data, contact HMA Design Staff.

All Stock products will be packaged and shipped F.O.B. HMA Midvale.

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