

# TERMS & CONDITIONS OF SALE (Cash Terms Only)



PTX Australia Pty Ltd  
ABN: 59 687 961 057  
Trading as PTX Industrial

Email: [sales@ptxindustrial.com.au](mailto:sales@ptxindustrial.com.au)  
Website: <https://ptxindustrial.com.au>  
Telephone: (07) 3102 6988

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## 1. Application

1.1 These Terms & Conditions apply to all quotations, orders, and sales of goods supplied by PTX Industrial ("Supplier").

1.2 Any terms proposed by the Customer that are inconsistent with these Terms shall not apply unless agreed in writing.

## 2. Authorised Reseller Status

2.1 Reseller approval is at the sole discretion of the Supplier.

2.2 Approved resellers may receive:

- reseller pricing
- access to reseller portal
- product documentation
- marketing materials

2.3 The Supplier reserves the right to suspend or revoke reseller status at any time.

## 3. Reseller Portal

3.1 Approved resellers may be granted access to a secure online portal.

3.2 The portal may provide:

- reseller pricing
- product specifications

- order placement
- invoices and order history

3.3 Login credentials are confidential and must not be shared.

3.4 The Supplier reserves the right to suspend or terminate access at any time.

## 4. Quotations

4.1 Quotations are valid for 14 days unless otherwise stated.

4.2 The Supplier reserves the right to revise pricing prior to order acceptance.

## 5. Orders

5.1 Orders may be submitted via:

- reseller portal
- written purchase order

5.2 A contract is only formed when the Supplier confirms acceptance of the order.

5.3 The Supplier reserves the right to accept or decline any order.

## 6. Pricing

6.1 All prices are in **AUD** and exclusive of GST unless stated otherwise.

6.2 Prices exclude:

- freight
- insurance
- installation
- additional services

unless specified.

## 7. Payment Terms (Cash Terms Only)

7.1 All orders are supplied on prepaid (cash) terms unless otherwise agreed.

7.2 Payment must be received prior to dispatch.

7.3 Accepted methods may include:

- bank transfer
- other approved methods

7.4 The Supplier may delay shipment until payment is received.

## 8. Delivery

8.1 Delivery timeframes are **estimates only**.

8.2 The Supplier is not liable for delays caused by:

- freight carriers
- supply chain issues
- events beyond reasonable control

8.3 Freight charges are payable by the Customer unless otherwise agreed.

8.4 The Supplier may ship:

- to the Customer
- or directly to the Customer's client (drop shipping)

## 9. Risk and Title

9.1 Risk passes to the Customer upon dispatch or delivery of the goods.

9.2 Ownership remains with the Supplier until full payment is received.

## 10. Inspection & Damage

10.1 Goods must be inspected upon delivery.

10.2 Damage must be reported within **48 hours**, including:

- photos
- description
- order details

## 11. Returns

11.1 Returns require prior written approval.

11.2 Approved returns may be subject to:

- restocking fee of up to 20% at the Supplier's discretion

11.3 Custom or special-order items are non-returnable.

11.4 No returns for change of mind.

11.5 Return shipping costs will be determined based on the nature of the claim and agreed in writing between the Supplier and the Customer.

## **12. Warranty**

12.1 Products are supplied with a 12-month warranty from delivery or the manufacturer's warranty (whichever is applicable).

12.2 Warranty covers:

- manufacturing defects
- faulty components

12.3 Warranty excludes:

- consumables
- misuse or improper operation
- unauthorised modification

12.4 Claims must include:

- proof of purchase
- description of issue
- supporting evidence (photos/video if applicable)

12.5 Remedies may include:

- repair
- replacement
- refund (at Supplier's discretion)

## **13. Australian Consumer Law**

Nothing in these Terms excludes rights under the Competition and Consumer Act 2010 (Cth).

Customers are entitled to repair, replacement, or refund for major failures.

## **14. Product Use & Accuracy**

14.1 Products are intended for **professional measurement use**.

14.2 Users must ensure:

- correct operation
- proper training

14.3 Measurement results may vary depending on:

- operator technique
- material condition
- calibration
- environment

14.4 The Supplier does not guarantee results in all applications.

## **15. Compliance & Certification**

15.1 PTX Industrial ensures that all equipment supplied complies with applicable regulatory and Australian Standard requirements, supported by independent testing where required.

15.2 Standard compliance documentation may be provided upon request. The Supplier reserves the right to charge a reasonable fee for additional or customised documentation.

15.3 Customers are responsible for ensuring suitability for their application.

## **16. Limitation of Liability**

To the maximum extent permitted by law:

16.1 The Supplier is not liable for:

- loss of profit
- business interruption
- indirect or consequential loss

16.2 Liability is limited to:

- repair
- replacement
- refund

## **17. Confidentiality**

Reseller pricing, documentation, and portal information are confidential and must not be disclosed.

## **18. Force Majeure**

The Supplier is not liable for delays due to:

- natural events
- shipping disruptions
- government actions
- labour disputes

## **19. Governing Law**

These Terms are governed by the laws of Queensland, Australia.

## **20. Entire Agreement**

These Terms constitute the entire agreement between the Supplier and Customer.