



ABN 81 437 131 820
 64 Norseman Road, Esperance, Western Australia
 Phone: 08 9071 1133 Fax: 08 9071 1232
 Web: www.staines.com.au

Quotation for goods/Offer to Purchase

Document No: [Click here to enter text.](#)

Salesperson: [Click here to enter text.](#)

Issue Date: [Click here to enter text.](#)

Expiry Date: [Click here to enter text.](#)

Customer Name			
Customer Address			
Customer ABN		ACN	
Phone Number		Email	

Goods Description			
		Total purchase price ex GST	\$
Trade-in Description		Trade Value ex GST	\$
		Total payable ex GST	\$
		GST	\$
		Total payable inc GST	\$
Deposit payable to confirm order BSB: 016 628 ACC: 450603271	\$	Due date: Click here to enter text.	
Other Instructions:			

This Agreement is made between College Investments Pty Ltd (ACN 008 977 759) as trustee for the Neil Staines Family Investment Trust and Woody Island Pty Ltd (ACN 165 377 499) together trading as Staines Esperance (ABN 81 437 131 820) of 64 Norseman Road, Esperance, Western Australia (**Staines**) and the entity named above as the **Customer**. Staines agrees to sell the Goods to the Customer and the Customer agrees to buy the Goods from Staines upon and subject to Staines Terms and Conditions. The Customer agrees that it has received a copy of Staines Terms and Conditions and/or has read and accepts Terms and Conditions as detailed on Staines website (www.staines.com.au). The Customer agrees that all items specified in this Schedule are correct and binding on the Customer.

<u>Signed and accepted on behalf of Staines by its duly authorised representative:</u>		
Signed: _____	Name: _____	Date: _____
<u>Signed and accepted by Customer:</u>		
Signed: _____	Name: _____	Date: _____



Terms and Conditions

1. Definitions

Agreement means these terms and conditions and includes Orders and Invoices.

Claims means actions, suits, proceedings, judgments, orders, claims, demands, costs, damages, losses and all liability whatsoever, including all legal costs on a solicitor and own client basis.

Customer means the party named as the customer in the Order.

Deposit means the deposit payable by the Customer to Staines pursuant to this Agreement.

Event of Default is defined at clause 13.1.

Goods means the goods identified in the Order.

Insolvency Event means the Customer (i) is insolvent, has a receiver, manager, administrator, liquidator or controller appointed over it or its assets or makes composition with its creditors; (ii) commits an act of bankruptcy or insolvency, liquidation, administration or appointment of any of the persons referred to in clause (i) above; (iii) is the subject of an application for winding up, deregistration or administration; (iv) calls a meeting of its creditors; (v) passes a resolution for its winding up, deregistration or administration; or (vii) compromises with its creditors.

Invoice means an invoice issued by Staines to the Customer.

Order means the Customer's order accompanying this Agreement or otherwise placed or communicated with Staines.

Purchase Price means the price for the Goods as set out in the Invoice.

Rate means the Reference Rate for business finance published by the Australia and New Zealand Banking Group Ltd.

Staines means College Investments Pty Ltd (ACN 008 977 759) as trustee for the Neil Staines Family Investment Trust and Woody Island Pty Ltd (ACN 165 377 499) together trading as Staines Esperance (ABN 81 437 131 820).

2. Interpretation:

2.1 Reference in this Agreement to the singular includes the plural, a clause, is to a clause in this Agreement and a party includes the party's successors, administrators, representatives and permitted assigns.

2.2 Where a party comprises two or more persons then, unless expressly stated otherwise (i) the covenants and obligations by or on behalf of that party binds those two or more persons jointly and each of them severally; and (ii) the benefit of any covenant or obligation in favour of that party accrues to and may be enforced by any one or more of those persons.

3. Agreement

3.1 This Agreement will apply to the supply of the Goods by Staines to the Customer.

3.2 The Customer agrees that this Agreement applies each time Staines supplies goods to the Customer, even if the Customer and Staines exchange only an Order each time.

3.3 By signing or submitting an Order or taking possession of any Goods You Agree to be bound by this Agreement.

4. Orders and Estimated Availability Time

4.1 By submitting an Order to Staines, the Customer agrees to purchase the Goods from Staines on the terms set out in this Agreement. Staines may reject an Order at its sole discretion by giving written notice of the rejection to the Customer.

4.2 All Orders are subject to the availability of the Goods. If Goods are not available, Staines may terminate this Agreement by notice to the Customer. On termination of this Agreement pursuant to this clause 4.2, Staines must promptly refund the Deposit, if any, to the Customer.

4.3 Staines will verbally advise the Customer of the estimated date that the Goods will be available for collection, or delivery, as applicable. The Customer acknowledges that this date is an estimate only and is not binding on Staines.

5. Purchase Price and Payment Terms

5.1 The Customer agrees to pay Staines the Purchase Price, delivery costs, handling fees, and all other rates, fees, levies and costs referred to in this Agreement or an Invoice, including any applicable GST, duties, penalties, levies or freight and other relevant charges. The Purchase Price does not include any taxes, fees, levies, duties, charges, sales tax, customs duty, excise tax and stamp duty imposed or assessed by all government authorities and contributions in connection with the supply of the Goods by Staines, which are the responsibility of the Customer.

5.2 Invoices will be issued by Staines following acceptance by Staines of an Order.

5.3 The Customer must pay to Staines the invoiced amount in full prior to delivery, or collection, as applicable of the Goods.

5.4 Staines may require the Customer to pay a deposit in respect of the Goods. If the Customer does not pay a deposit as requested by Staines, Staines may terminate this Agreement.

5.5 Payment must be made by cash, bank cheque, direct deposit or by any other method agreed by Staines.

5.6 If any payment is dishonored the Customer is liable to Staines for any dishonor fees Staines incurs as a result.

6. Customer Obligations

By executing this Agreement or submitting an Order to Staines the Customer agrees and warrants that no Insolvency Event has occurred in respect of the Customer and that it will advise Staines in writing of

the occurrence of any Insolvency Event no later than two business days of such event occurring and the person who signs this Agreement and the Order is authorised to do so on behalf of the Customer and hereby binds the Customer.

7. Delivery of the Goods

7.1 Staines will notify the Customer when the Goods are available for collection or delivery.

7.2 The Customer must specify in the Order:

- that the Customer will collect the Goods from Staines Premises; or
- that the Customer requests that Staines deliver the Goods to the Customer, and the nominated address for delivery of the Goods.

7.3 Staines may, but is not obliged to, agree to deliver the Goods if requested by the Customer in the Order. If Staines agrees to deliver the Goods, the provisions of clauses 7.4 to 7.8 will apply.

7.4 If requested by Staines, the Customer must, at the Customer's cost, arrange and maintain in transit insurance to insure all Goods delivered by Staines.

7.5 The Customer must make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery. In the event the Customer is unable to take delivery of the Goods as arranged Staines will be entitled to charge a fee for redelivery.

7.6 Delivery of the Goods to a third party nominated by the Customer is deemed delivery to the Customer for the purposes of this Agreement.

7.7 Where the Goods comprise more than one item, Staines may deliver the Goods by separate installments, with each such installment invoiced and paid in accordance with this Agreement.

7.8 Staines will not be liable for any loss or damage whether indirect, consequential or special (including loss of profit, loss of opportunity or payment of liquidated sums or damages under any other agreement) arising from any delay or failure to deliver the Goods (or any of them) where such delay or failure is due to circumstances beyond Staines's control.

8. Title and Risk

Ownership, property, title and risk in all Goods will remain with Staines until the Customer has paid all monies owing to Staines for the Goods. For the avoidance of doubt, ownership, property, title and risk pass to the Customer when the Goods are paid for in full even if physical possession of the Goods remains with Staines.

9. Storage

9.1 Once ownership, property, title and risk in the Goods has passed to the Customer, Staines may, but is not obliged to, store the Goods for the Customer until such time as the Customer wishes to collect, or request delivery of, those Goods. If the Customer requests that Staines store Goods on behalf of the Customer, the Customer acknowledges and agrees that:

- Staines is not liable for any damage to or loss of the Goods while the Goods are stored by Staines; and
- if requested by Staines, the Customer must, at the Customer's cost, arrange and maintain a policy of general property insurance covering all Goods belonging to the Customer but being stored at Staines Premises for full replacement value against all loss or damage, including fire, theft and spoilage.

9.2 Storage costs may be charged for any Goods which remain uncollected at Staines's premises for a period of more than seven (7) days after the agreed date for collection.

10. Warranty Exclusions

10.1 Subject to clause 11 and to the extent permitted by law:

- no warranty is given by Staines as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded; and
- to the extent that Goods are subject to a manufacturer's warranty, subject to clause 10.2, the Customer must liaise directly with the manufacturer in respect of any warranty claim.

10.2 If Staines is the agent for a manufacturer in respect of carrying out repairs under that manufacturer's warranty, the Customer may liaise directly with Staines in respect of any warranty claim under that manufacturer's warranty.

11. Australian Consumer Law

11.1 The Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) provides consumer rights and remedies that may not be contracted out of, in part or wholly. Where those consumer rights and remedies apply to the sale of Goods by Staines to the Customer and cannot be contracted out of, they apply and override any inconsistent provisions in this Agreement but only to the extent of the inconsistency.

11.2 Where the Customer is entitled to a statutory right or term that Staines is not able to exclude but Staines is entitled to limit its remedy for a breach of that right or term, then Staines's liability for breach of that right or term is limited to (at Staines election):

- in the case of Goods, the repair or replacement of the Goods or the supply of substitute goods (or the cost of doing so); or
- in the case of services supplied by Staines, the supplying of the services again, or the payment of the cost of having the services supplied again.

- 12. Indemnity, Release and Limit on Liability**
- 12.1 The Customer indemnifies and must keep indemnified Staines and its directors, officers and employees (**Indemnified Persons**) from and against all Claims which may be brought against or suffered by an Indemnified Person arising out of or in relation to:
- the provision or non-provision of the Goods by Staines; or
 - a breach of this Agreement by the Customer.
- 12.2 To the maximum extent permitted by law the Customer releases each Indemnified Person from all Claims the Customer may have arising out of or in relation to any of the matters referred to in clauses 12.1(a) and 12.1(b).
- 12.3 The release and indemnity in this clause 12 does not apply to the extent an Indemnified Person is guilty of fraudulent acts or omissions or a breach of this Agreement.
- 12.4 The Customer acknowledges and agrees that each Indemnified Person shall not under any circumstances be liable to the Customer or any third party (including the Customer's customers) in respect of any indirect, consequential or special losses (including loss of profit, loss of opportunity or payment of liquidated sums or damages under any other agreement).
- 12.5 The Customer agrees that the maximum aggregate liability of the Indemnified Persons for all Claims under or relating to this Agreement or its subject matter, whether in contract, tort (including negligence), in equity, under statute, under an indemnity or on any other basis, is limited to the total amount paid by the Customer for the Goods.
- 12.6 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Agreement. It is not necessary for Staines to incur expense or make any payment before enforcing a right of indemnity in this Agreement.
- 13. Default**
- 13.1 **Event of Default** means the Customer breaches this Agreement, and, if such breach is capable of remedy, fails to remedy the breach within seven (7) days of receipt of notice from Staines requiring it to do so.
- 13.2 If the Customer:
- commits an Event of Default; or
 - is subject to an Insolvency Event;
- then Staines may, without prejudice to any other remedy available to it:
- require immediate payment of all fees and moneys owed by the Customer to it;
 - charge the Customer for all costs and expenses (including without limitation all legal costs and expenses on a full indemnity basis) incurred enforcing compliance with this Agreement and/or recovering the Goods;
 - claim damages from the Customer for breach of this Agreement;
 - cease to or suspend supply of any further Goods to the Customer; and/or
 - terminate this Agreement by notice to the Customer.
- 13.3 If the Customer does not pay an amount to Staines in full by the due date for that payment, Staines reserves the right to charge the Customer, in addition to any other costs recoverable under this Agreement:
- interest on the outstanding amount owed to Staines at the Rate, calculated daily; and
 - any costs and expenses (including any commission payable to any commercial or mercantile agents and all legal costs on a full indemnity basis) incurred by Staines in recovering any unpaid amounts under this Agreement.
- 14. Cancellation and Withdrawal of Orders**
- 14.1 The Customer may not defer or cancel an order once accepted by Staines without the consent of Staines.
- 14.2 The Customer will be responsible for and agrees to indemnify Staines for all costs incurred by Staines as a result of the Customer cancelling an Order or the suspension of the provision of Goods as a result of the occurrence of an Event of Default.
- 14.3 In the event that the provision of Goods to the Customer is cancelled, suspended or terminated for any reason Staines will have no responsibility whatsoever for any loss or damage of any kind which may result directly or indirectly from such cancellation or suspension or from any recovery of Goods pursuant to this Agreement.
- 15. General**
- 15.1 A notice under this Agreement is deemed duly served if it is in writing and is sent to the address, in respect of the Customer as stated in the Order, and in respect of Staines as set out in this Agreement, by certified mail, facsimile, personal delivery or email (provided there is proof of delivery of the fax or email).
- 15.2 This Agreement embodies the entire agreement between the parties in respect of the ordering, supply, delivery, and payment of the Goods, and any order received from the Customer will be deemed to incorporate the terms and conditions contained herein, notwithstanding any purported change to this Agreement specified by the Customer.
- 15.3 This Agreement does not include any terms or conditions of the Customer including any printed on or attached to an Order unless agreed by Staines in writing.
- 15.4 Any waiver or failure to execute any rights by Staines will not be deemed a waiver of any further or other right of Staines in respect of the Customer.
- 15.5 The Customer will not be entitled to set off against, or deduct from the Purchase Price, any sums owed or claimed to be owed to the Customer by Staines nor to withhold payment of any Invoice because part of that Invoice is in dispute.
- 15.6 If a provision of this Agreement is wholly or partly invalid, illegal, unenforceable, void or voidable, this Agreement must be construed as if that provision or part provision had been severed, and the parties remain bound by the provisions and part provisions remaining after severance.
- 15.7 Staines may assign all or any part of its rights and obligations without the Customer's consent.
- 15.8 The Customer agrees that Staines may review this Agreement at any time, and if following such review there is to be any change to this Agreement, then that change will take effect from the date on which Staines notifies the Customer of such change. If the Customer considers that the change adversely affects the Customer, the Customer may terminate this Agreement by notice in writing to Staines.
- 15.9 This Agreement will be governed by and construed in accordance with the laws of Western Australia and the Parties irrevocably submit to the jurisdiction of the courts of Western Australia with respect to any Claim relating in any way to this Agreement.
- 15.10 This Agreement may be exchanged by execution in counterparts and the exchange of executed facsimile or PDF copies will constitute a binding and complete agreement.
- 16. Trade in terms and conditions**
- 16.1 This clause 16 applies if the Customer has agreed to trade in goods to Staines, as stated on the Order (Trade In Goods).
- 16.2 By executing this Agreement, the Customer agrees to the trade in value for the Trade In Goods as stated in the Order.
- 16.3 Staines agrees to deduct from the Purchase Price an amount equal to the trade in value for the Trade In Goods as stated in the Order.
- 16.4 The Customer warrants and represents to Staines that:
- it has full title and ownership of the Trade In Goods; and
 - the Trade In Goods are free of any encumbrances.
- 16.5 If at the delivery date the Trade in goods is not in substantially the same condition as at the date of this contract or as represented by the Customer at the date of this Contract then either:
- The net trade-in allowance may be adjusted by an amount equal to the change in the fair market value of the trade in between the date of this contract and the date of delivery to the dealer, as determined by Staines, acting reasonably or
 - If the true condition of the vehicle is not discovered until after the total purchase price has been paid, the customer shall be liable to reimburse the Dealer for any repairs or work required to reinstate the vehicle to a condition commensurate with the trade in value ascribed to it under this contract, within 7 days of notification by Staines of the cost of the repairs or other work.
- 17.** Staines advises that all used plant and equipment is sold in the condition as viewed and it is the Customers or users responsibility to ensure that it is bought to a standard necessary to comply with the Occupational Health & Safety Statutes and/or Regulations in any state or Territory were the plant and equipment may be operated and is safe and fit for use in the work place.