

TERMS AND CONDITIONS – SALES

1. This quotation is valid for 30 days only and is subject to change without notice.
2. All quotations are submitted on the following basis:
 - all quotations and/or orders for complete machines are on the basis of payment in full before the transportation of completed goods, unless otherwise agreed to by Quik Corp (Aust) Pty Ltd
 - all quotations and/or orders for spare parts are on the basis of payment in full before the shipment of ordered parts, unless otherwise agreed to by Quik Corp (Aust) Pty Ltd, where the terms will be 7 days from the date of invoice. If full payment is not made within the specified 7 days, unless otherwise agreed to, Quik Corp (Aust) Pty Ltd may:-
 - require any further sales/transactions by the Applicant to be on a prepaid basis;
 - require that all amounts owing to Quik Corp (Aust) Pty Ltd for any reason whatsoever shall become immediately due and payable without deduction or demand;
 - if you are a company, Quik Corp (Aust) Pty Ltd may require that the directors or other nominated third parties must give a guarantee and indemnity in the form Quik Corp (Aust) Pty Ltd requires;
 - charge an account service fee of 1.5 per cent per month until full payment is received;
 - reserve its right to rescind all discounted quotations or rates and to recalculate outstanding charges
 - require that you pay any costs, commissions and legal expenses whatsoever arising from the collection of any overdue monies. Such interest, cost and commissions and legal expenses may be recovered as a liquidated debt.
3. Your liability under these terms will be joint and several.
4. Goods specified herein remain the property of Quik Corp (Aust) Pty Ltd and property in the goods will not be transferred to the buyer until payment in full of all accounts between us has been received. If the buyer fails to pay the purchase price for the goods when the same falls due, Quik Corp (Aust) Pty Ltd shall be entitled to retake possession of the goods and for that purpose the buyer irrevocably licences Quik Corp (Aust) Pty Ltd, its servants and agents to enter upon any premises where the goods may be situated, the buyer shall indemnify and keep indemnified Quik Corp (Aust) Pty Ltd, its servants and agents against any claim, damage, loss, costs and expenses of any nature whatsoever that may be made against, sustained or incurred by Quik Corp (Aust) Pty Ltd in exercising its powers hereunder.
5. Quik Corp (Aust) Pty Ltd will be entitled to subcontract the whole or any part of the manufacture of equipment ordered. Every exemption from liability to which Quik Corp (Aust) Pty Ltd is entitled under these terms and conditions shall extend to protect any subcontractor, employee or agent of Quik Corp (Aust) Pty Ltd and for the benefit of such persons they shall be deemed to be parties to the contract between you and Quik Corp (Aust) P/L.
6. You, and where you are not a company, each individual, charges with payment of the monies and compliance with all obligations owed by you to Quik Corp (Aust) Pty Ltd all beneficial interests (freehold & leasehold) in land and personal property held now or in the future by you or each of you. Each of you agree that if demand is made upon you by Quik Corp (Aust) Pty Ltd, you will immediately execute a mortgage and/or caveat, as required by Quik Corp (Aust) Pty Ltd. If you fail to do so within a reasonable time of being so requested, you irrevocably and by way of security appoint any credit manager or solicitor engaged by Quik Corp (Aust) Pty Ltd to be your true and lawful attorney to execute and register such instruments.
7. Quik Corp (Aust) Pty Ltd hereby advises that, pursuant to s.18E (8) of the Privacy Act 1988, information disclosed in the course of any request for credit, may be disclosed to a credit reporting agency. Under Section 18E(8)(c) of the Privacy Act 1988, Quik Corp (Aust) Pty Ltd is allowed to give a credit reporting agency personal information about any request for credit. Information which may be given to an agency is covered by Section 18E(1) of the Act and includes: identity particulars (as permitted by the Privacy Commissioners determination issued under Section 18E(3)); the fact that you have applied for credit and the amount, the fact that Quik Corp (Aust) Pty Ltd is a credit provider to you, payments which become overdue by more than sixty (60) days and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by you which have been dishonoured more than once; in specific circumstances, that in the opinion of Quik Corp (Aust) Pty Ltd, you have committed a serious credit infringement; that credit provided to you by Quik Corp (Aust) Pty Ltd has been paid or otherwise discharged. Pursuant to ss.18K(1) and 18N(1) of the Privacy Act 1988 and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s.18A of the Act, you hereby agree to Quik Corp (Aust) Pty Ltd obtaining information from a Credit Reporting Agency or a Credit Provider for the purpose of assessing your creditworthiness; and agree to that agency or provider providing that information to Quik Corp (Aust) Pty Ltd for that purpose. You further agree to the obtaining from and provision by, such agency or provider further credit reports, which may assist Quik Corp (Aust) Pty Ltd in recovering any sums outstanding to which this contract between us may lead.
8. If any provision of these terms and conditions is found to be unenforceable for any reason then that provision will be severed from these terms and conditions and will not affect the enforceability of any other of these terms and conditions.
9. These terms and conditions will be governed and construed in accordance with the laws of the State of Queensland.