

Terms and Condition of Quotation

In these Terms and Conditions of Quotation, "BMOD" means BM On Demand Pty Ltd ABN 15 653 907 638, and its "related bodies corporate", as that phrase is defined in the Corporations Act 2001 (Cth), "Client" means the party to whom the quotation is provided and "Products" and/or "Services" means all goods and/or services quoted for supply by BMOD to the Client.

1. **Quotation:** Any quotation provided by BMOD is subject to the following Terms and Conditions ("Terms"). Any quotation given by BMOD is merely an invitation for the placement of an order for the provision of Products and does not give rise to a binding contract between the parties. BMOD reserves the right to vary or withdraw a quotation at any time prior to its written acceptance of a purchase order in accordance with clause 2 of these Terms. All quotations must be made by BMOD in writing and BMOD will not accept or be bound by any quotation or purchase order made or accepted verbally. By placing a purchase order, the Client is deemed to have accepted these Terms.
2. **Terms of Sale:** No purchase order in respect of any quotation binds BMOD until it is placed by the Client and accepted by BMOD in writing. If a purchase order is placed by the Client and accepted by BMOD, all of the terms set out in this document and BMOD's Terms and Conditions in force from time to time, together with all orders placed by the Client on BMOD from time to time and accepted by BMOD, and any other terms agreed in writing between the Client and BMOD from time to time, will be binding on the Client and will merge with and form part of the contract between the Client and BMOD for the purchase of all Products by the Client from BMOD.
3. **Performance of Services or delivery of Products:**
 - a. Delivery dates are estimated in good faith by BMOD and are based on information available at the date of quotation. Time shall not be of the essence in respect of any quotation or purchase order accepted by BMOD.
 - b. Under no circumstances will BMOD be liable for loss or damages for failure to deliver by the date specified in a quotation including, but not limited to, loss or damage suffered by the Client under liquidated damages clauses.
 - c. If delivery is in instalments, delay in delivery of any instalment does not relieve the Client of its obligation to accept the remaining instalments.
 - d. In the event that the Client has exceeded the approved limit applying to the Client's credit facility with BMOD, BMOD may refuse to deliver any Products ordered by the Client until the Client's account is within the approved limit.
4. **Pricing:**
 - a. BMOD may at its sole discretion increase the prices specified in a quotation up until the point of written acceptance of a purchase order. BMOD may increase the prices specified in a quotation if there are fluctuations in material costs between the time of quotation and BMOD's written acceptance of a purchase order.
 - b. All prices quoted are, unless expressly stated otherwise, exclusive of GST and are subject to increases in the amount of any existing or new taxes imposed by Federal or State Authorities upon the manufacture, transportation and/or sale of the materials specified.
5. **Specification:**
 - a. Any quotation given by BMOD is based only on information or specifications received from the Client and in BMOD's possession at time of quotation.
 - b. BMOD does not warrant or make any representation that the Services or any Products will comply with any technical or other specifications provided by the Client including quality, function performance or design.
 - c. BMOD makes no representations as to the suitability of the materials for any purpose or that the Services or Products are fit for any purpose whether or not BMOD has been notified of such purpose.
 - d. Technical or other specifications provided by the Client do not merge with and/or form part of any contract between the Client and BMOD for the purchase of Services and Products by the Client from BMOD.
 - e. For the avoidance of doubt, BMOD will not be responsible for any loss or damage suffered by the Client in connection with specifications the Client has provided including, but not limited to, loss or damage suffered in connection with the provision of the wrong specifications, superseded specifications or items not included in the specifications.
6. **Liability of BMOD:**
 - a. Subject to sub-clauses (b) and (c) below, BMOD will not be liable for any loss or damage whatsoever suffered by the Client as a result of any act, omission or statement made by BMOD, its employees, contractors or agents whether negligent or not, except that nothing in these Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so. Without limiting the foregoing, any works, including rectification works are at the sole cost and expense of the Client.
 - b. In respect of Products supplied by BMOD to the Client, subject to sub-clause (d), if the Client is a Consumer, the liability of BMOD however caused, suffered or incurred by the Client because of a failure to comply with a Consumer Guarantee is limited, at BMOD's option, to replacement of the Product or supply of equivalent Product; repair of the Product; payment of the cost of replacing the Product or acquiring equivalent Product; or payment of the cost of having the Product repaired completed.
 - c. In respect of Services supplied by BMOD to the Client, subject to sub-clause (d), if the Client is a Consumer, the liability of BMOD however caused, suffered, or incurred by the Client because of a failure to comply with a Consumer Guarantee is limited, at BMOD's option, to supplying the Services again or payment of the cost of having the Services supplied again.
 - d. Sub-clauses (b) and (c) do not apply if: it is not 'fair and reasonable' for BMOD to rely on them in accordance with the Australian Consumer Law; the Products are Consumer Goods; the services are Consumer Services; or the loss arises in relation to any guarantee pursuant to any section of the Australian Consumer Law.
7. **Effect of Other Terms:** These Terms supersede all previous terms and conditions between BMOD and the Client. No terms of the Client apply to any agreement between the Client and BMOD.
8. **Assignment:** BMOD may assign the quotation without the prior written consent or knowledge of the Client.

9. **Force Majeure:** BMOD will endeavour to give delivery at the rate or within the time specified, notwithstanding anything to the contrary expressed or implied in these Terms. BMOD shall not be liable for any loss or damage which may be sustained by the Client through failure on the part of BMOD to deliver at the rate or within the time specified in these Terms, for any loss or damage incurred by reason of act of God, war, riots, fires, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other cause whatsoever beyond the control of BMOD whether similar to these aforesaid or not. BMOD shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to such failure. The time of any such suspension will be added to the time for performance originally specified (including without prejudice to the generality of the foregoing, any inability to obtain the necessary licences or consents of any governmental or other authority).

10. **Validity:** The parties agree that in the event that a term or condition is ruled invalid the remaining terms and conditions will remain in force.