

# GENERAL TERMS AND CONDITIONS

These terms and conditions set out the agreement between you the purchaser ("**Purchaser**") and Hitachi Australia Pty Ltd ("**Hitachi**"), when you purchase goods from Hitachi.

1. **PAYMENT**
  - a. Payment must be made within 30 days of the date of the invoice, unless otherwise specified on invoice. If an invoice is not received in respect of the Goods, payment must be made within 60 days of delivery of the goods
  - b. If payment is not made when due, Hitachi may:
    - i. Withhold supply; and
    - ii. Charge interest on all amounts owing by the Purchaser to Hitachi on a daily basis at a rate equal to 2% per annum above the rate currently known as the Secured Overdraft base of National Australia Bank Limited or any other rate replacing that rate, accruing and calculated on a daily basis.
2. All Sales are deemed to have been made in the State of New South Wales.
3. Risk and insurance for goods in transit is the responsibility of Hitachi, however, if the Purchaser arranges collection from the warehouse the responsibility is with the Purchaser.
4. Subject to any arrangements agreed with Hitachi, any price and product lists which are provided to the Purchaser by Hitachi are subject to changes from time to time.
5. Unless otherwise stated all prices quoted by Hitachi are net, exclusive of Goods and Services Tax (GST) and Purchaser must pay the GST on the supply.
6. Warranty service work is to be carried out in accordance with Hitachi's standard warranty terms and conditions. These can be found on the internet at [www.hitachi.com.au](http://www.hitachi.com.au) (select Support – Warranty Cards) or available on request by ringing Customer Service (refer to numbers on reverse side).
7. All electrical repair work shall comply with all relevant government electrical standards. Repair work should not vary the original product specification as this may void warranty.
8. **RETENTION OF TITLE**
  - a. Until full payment has been made by the Purchaser for any goods purchased from Hitachi covered by this agreement, and any other sums whatsoever outstanding from the Purchaser to Hitachi from time to time covered by this agreement:
    - i. The price shall become immediately due if the Purchaser makes default in paying Hitachi or if the Purchaser performs an act of administration or becomes bankrupt or commits any act of bankruptcy or compounds with its creditors or has judgement entered against it in any court or, being a company, an administrator, a provisional liquidator/liquidator, receiver and/or manager appointed.
    - ii. The property in the goods shall not pass to the Purchaser and the Purchaser shall keep the goods as bailee for Hitachi (returning the same to Hitachi upon request). The goods shall nevertheless be at risk of the Purchaser from the time of delivery.
    - iii. Hitachi is irrevocably authorised to enter any premises where the goods are kept (without liability for trespass or any resulting damage), and to use the name of the Purchaser and to act on its behalf, if necessary, to recover possession of the goods.
    - iv. Hitachi may recover possession of goods supplied to the value of monies outstanding to Hitachi.
  - b. Pending payment in full for the goods, the Purchaser:
    - i. must not supply any of the goods to any person outside of its ordinary or usual course of business;
    - ii. must not allow any person to have or acquire any security interest in the goods; and
    - iii. must insure the goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the buyer carries on business;
  - c. Despite (b.) above, if the Purchaser supplies any of the goods to any person before all moneys payable by the Purchaser have been paid to Hitachi, the Purchaser agrees that:
    - i. it holds the proceeds of re-supply of the goods on trust for and as agent for Hitachi immediately when they are receivable or are received; and
    - ii. it must either pay the amount of the proceeds of re-supply to Hitachi immediately when they are received or pay those proceeds into an account with a bank or a financial institution or deposit-taking institution as trustee for Hitachi.
9. All claims, in relation to goods and services (other than those for a breach of a condition or warranty implied by Divisions 2 of Part V or section 74H of the Trade Practices Act 1974) must be made in writing within 7 days of delivery. No Returns other than those permitted for a breach of a condition or warranty implied by Divisions 2 of Part V or section 74H of the Trade Practices Act 1974) will be accepted without a returns authorisation approval number (RA) from Hitachi, and the original invoice or delivery docket no. and serial numbers, where applicable, must be quoted on all correspondence. The requirements of this clause operate to the fullest extent permitted by law.
10. Hitachi's liability for a breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s 69) for the goods or services supplied under this contract (other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, or if the customer establishes that reliance on it would not be fair and reasonable) is limited to, the fullest extent permitted by law (in Hitachi's discretion):
  - a. in the case of goods, any one or more of the following:
    - i. the replacement of the goods or the supply of equivalent goods;
    - ii. the repair of the goods;
    - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods;
    - iv. the payment of the cost of having the goods repaired; or
  - b. in the case of services:
    - i. the supplying of the services again; or
    - ii. the payment of the cost of having the services supplied again.
11. Hitachi's liability, in the case of goods (other than goods of a kind ordinarily acquired for personal, domestic or household use or consumption) under s 74H of the Trade Practices Act 1974 is expressly limited, to the fullest extent permitted by law, to a liability to pay to the Purchaser an amount equal to:
  - a. the cost of replacing the goods;
  - b. the cost of obtaining equivalent goods; or
  - c. the cost of having the goods repaired,which ever is the lowest amount.
12. The proprietor(s) of the business or company referred to on the reverse side hereof as the Purchaser will remain liable for all goods supplied by Hitachi to the Purchaser notwithstanding any change in the proprietorship of such Purchaser until such change shall have been notified to and accepted by Hitachi and the said proprietor(s) expressly released from their obligations hereunder.
13. The products and technologies to be supplied by Hitachi Limited and Hitachi must not be exported, re-exported or transhipped in violation of any applicable export control laws and regulations promulgated and administered by the government of the country claiming jurisdiction over the parties or transactions. The products and technologies to be supplied by Hitachi Limited and Hitachi must not knowingly be applied in the design, development, production, stockpiling or use of the weapons of mass destruction, such as nuclear, chemical and biological weapons or missiles to deliver any such weapons, nor for any use supporting these weapons activities. The Purchaser further certifies that these products and/or technologies will not be sold or disposed of to any party intending to use the products and/or technologies for any purpose or activity specified above.
14. All artwork and/or content for any advertising and/or promotional activity that includes Hitachi products or logos must be approved by HITACHI Australia Pty Ltd prior to production or publication.