

TERMS AND CONDITIONS OF SALEWebsite www.orbitalautogas.com.au**Conditions of Sale**

1. These conditions shall prevail over all conditions of the purchaser's order to the extent of any inconsistencies and goods sold by Orbital Autogas Systems are sold on these terms and conditions.
2. The purchaser waives any claim for shortage of goods delivered if a claim has not been lodged with Orbital Autogas Systems within 7 days from the date of receipt of goods by the purchaser.
3. Orbital Autogas Systems reserves the right to charge a restocking fee for goods sold that are then returned for credit.
4. Any delivery times made known to the purchaser are estimates only and Orbital Autogas Systems shall not be liable for late delivery or non-delivery nor for any loss, damage or delay incurred by anyone arising from late or non-delivery of goods.
5. Orbital Autogas Systems' liability for goods it manufactures is limited to making good any defects or at its option replacing them and only arises where
 - (a) defects are due to faulty workmanship or material;
 - (b) the goods have not received maltreatment or interference or inattention; and
 - (c) the goods are returned promptly to Orbital Autogas Systems.
6. If goods sold are not manufactured by Orbital Autogas Systems the guarantee of the manufacturer of those goods shall be accepted by the purchaser and is the only guarantee given in respect of those goods.
7. Except as provided in these conditions all express and implied warranties, guarantees and conditions under statute or general law as to the merchantability, description, quality, suitability or fitness of goods for any purpose are hereby excluded and Orbital Autogas Systems shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind howsoever arising out of the supply of goods or operation of the goods.
8. Orbital Autogas Systems' liability for breach of a condition or warranty implied by the TRADE PRACTICES ACT (other than s.69) is limited to:
 - (a) In the case of goods any one or more of the following:
 - i. replacement of goods or supply of equivalent goods;
 - ii. repair of goods;
 - iii. the payment of the cost of the replacing goods or of acquiring equivalent goods; or
 - iv. the payment of the cost of having the goods repaired.
 - (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.
9. Orbital Autogas Systems' liability under s74(H) of the TRADE PRACTICES ACT is expressly limited to a liability to pay to the purchaser an amount equal to:
 - (a) the cost of replacing goods;
 - (b) the cost of obtaining equivalent goods; or
 - (c) the cost of having the goods repaired whichever is the lowest amount.
10. Orbital Autogas Systems reserves the following rights in relation to the goods until all accounts owed by the purchaser to it are fully paid:
 - (a) legal ownership;
 - (b) to enter the purchaser's premises or the premises of an associated company or agent where the goods are located without liability for trespass or any resulting damage and re-take possession of the goods; and
 - (c) to keep or re-sell any goods repossessed.

If the goods are re-sold or products manufactured using them are sold by the purchaser then it shall hold such part of the proceeds of any sale as represents the invoice price of the goods in a separate identifiable account as the beneficial property of Orbital Autogas Systems and shall pay such an amount to Orbital Autogas Systems upon request.

Notwithstanding these provisions Orbital Autogas Systems shall be entitled to maintain an action against the purchaser for the purchase price and the risk of the goods shall pass to the person upon delivery.
11. Orbital Autogas Systems shall not be under any obligation to accept goods returned by the purchaser and will do so only on terms as are agreed.

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12. Notwithstanding anything else in these terms and conditions, if the Company has any liability to pay the Goods and Services Tax ("GST") on any goods and/or services supplied herein to, the purchaser shall pay to the Company the amount of such GST at the same time as the amounts otherwise payable to the Company.

Purchase Orders

13. If the seller becomes liable for GST for any supply made under the Purchase Order, the seller may add this GST to the amount otherwise payable under the Purchase Order and will issue a tax invoice to the Buyer as a precondition for being paid this GST.

Warranty Terms and Conditions

14. Orbital Autogas Systems warrants the Vialle Components used in converting vehicles to run on LPG are free from defects in workmanship and materials – if a fault is discovered within the warranty period the following terms & conditions shall apply.
15. Orbital Autogas Systems will repair or replace them free of charge provided they meet the conditions listed below.
- (a) On new Liquid LPG injection (LLi) complete kits a period of 3 years or 100,000kms of use (which ever comes first).
 - (b) On new Vialle components a period of 3 years or 100,000kms of use (which ever comes first) on complete under bonnet kits including all components in the kit.
 - (c) On new Vialle aftermarket components a period of 12 months or 100,000kms of use (which ever comes first).
 - (d) On refurbished Vialle components a period of 6 months or 50,000kms of use (which ever occurs first).
16. Components supplied by other manufacturers will be covered by that manufacturers own warranty.
17. The commencement date of the warranty period on Vialle components, complete under bonnet kits, complete kits and other component manufacturers will be the installation date on the returned warranty registration form provided – if the warranty form is not returned then a copy of the original purchase invoice is to be provided.
18. Any component returned for warranty will be tagged with the serial number (or kit serial number), the kilometres at failure point, the registration number of the car, the problem with the component and the repairer details otherwise warranty will not be given.
19. Any warranty components returned are at the repairer's expense. Removal or replacement labour charges are in accordance with the Orbital Autogas Systems schedule when the warranty claim(s) is/are approved.
20. Any components replaced or repaired by Orbital Autogas Systems are warranted for the remainder of the original warranty period.
21. Claims for warranty are void if not made within the warranty period.
22. Labour for removal, replacement or repair is limited to Vialle components only.
23. The components are sold subject of the right to change specifications at any time.
24. Any components returned for replacement under warranty become the property of Orbital Autogas Systems.
25. Notwithstanding the terms & conditions, Orbital Autogas Systems liability for breach of a condition or warranty implied by Division 2 of Part V of the TRADE PRACTICES ACT (other than (S69) or it's liability under S74H of the ACT) is hereby limited to the cost of obtaining equivalent goods or the cost of having the goods repaired whichever is the lowest amount.

Items Not Covered by Warranty

26. The following items are not warrantable conditions:
- (a) Time taken to diagnosis or trouble shoot.
 - (b) Defects or damage caused by accidents, alterations, incorrect installation, abuse, neglect, misuse and act of God.
 - (c) Defects caused by lack of regular servicing. Regular servicing means that the vehicle is serviced as per the manufacturer's recommendations and the gas system components are serviced in accordance with the requirements of AS/NZS1425 and Orbital Autogas Systems recommended maintenance schedule.
 - (d) Any unauthorised repairs.
 - (e) Freight costs involved in returning defective parts.
 - (f) Consequential damages or losses that may occur as a result of failure of the product.
 - (g) Repairing or replacing product or accessories that have not been supplied by Orbital Autogas Systems.
 - (h) Replenishment of fuel LPG or PETROL after performing any service or warranty work will not be reimbursed.