



## Terms & Conditions

### Welding Solutions (WA) Pty Ltd ATF The Drinnan Family Trust T/As Welding Solutions ABN 50 047 695 841 ("Welding Solutions")

#### 1. General

- a. These terms and conditions between Welding Solutions (WA) Pty Ltd ATF The Drinnan Family Trust T/As Welding Solutions ABN 50 047 695 841 ("Welding Solutions") and any customer of "Welding Solutions" (Customer) apply to the exclusion of all others including any terms and conditions of the Customer (whether on the Customer's order form or otherwise). The Customer acknowledges that these terms and conditions embody the whole agreement between the parties and that they are bound by them.

#### 2. Orders

- a. Orders are made by the Customer in the method stipulated by "Welding Solutions", which may be varied from time to time.
- b. All orders are subject to acceptance by "Welding Solutions".
- c. Prices are provided by "Welding Solutions" in a price list provided to the Customer or on a quote basis.
- d. All prices are subject to change at any time before an order is made by the Customer.

#### 3. Payment

- a. Unless expressly stated otherwise, the Customer will pay for any product purchased on order of the product. Payment for orders placed through this site may be made by credit card, Apple Pay and Google Pay. These payments are processed online using the Stripe secure payment gateway. PayPal payments are processed using the PayPal secure payment gateway.
- b. Stripe secure payment gateway "Welding Solutions" uses the third-party Stripe payment gateway provided by Stripe Payments Australia Pty Ltd (ABN 66 160 180 343) for its secure online payment transactions. Payments made through Stripe are subject to Stripe's own terms and conditions and privacy policy. For more information about Stripe, see the Stripe website (<https://stripe.com/en-au/privacy>). We do not see or have access to any personal information that you may provide to Stripe, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing/postal address).
- c. PayPal secure payment gateway "Welding Solutions" uses the third-party PayPal payment gateway provided by PayPal Australia Pty Limited (ABN 93 111 195 389) for PayPal payment transactions. Payments made through PayPal are subject to PayPal's own terms and conditions and privacy policy, links to which are provided from the PayPal checkout pages. For more information about PayPal, see the PayPal website (<http://www.paypal.com.au>). Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to PayPal, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing/postal address).

- d. Credit and debit card payments  
It is not necessary to have a Stripe account in order to make a purchase on this site. Stripe accepts all major credit and debit cards. Please note that we may be unable to accept credit cards issued by banks outside of Australia in some cases.
- e. Credit Accounts  
If by agreement of "Welding Solutions" products are purchased by the Customer on credit then payment for the product or products will be due 30 days after the end of the month of the date on the invoice is rendered to the Customer.
- f. In some circumstances "Welding Solutions" may direct the Customer to third party creditors to purchase products. In such circumstances the terms and conditions for the payment by the Customer using a third-party creditor approved by "Welding Solutions" that will be applied are separate to these terms and conditions and are as agreed between the Customer and the third-party creditor.

#### 4. Delivery

- a. Unless otherwise specified in writing delivery of product is at the location specified by "Welding Solutions".
- b. Subject to clause 4(c), where a place of delivery other than "Welding Solutions" warehouse or store location is specified in writing, the Purchaser must pay for the costs of transport of goods to the place of delivery as quoted by "Welding Solutions".
- c. Where shipping is required between "Welding Solutions" various locations of operation, the Customer agrees to be charged for the cost of transport.
- d. Product deliveries are made by third-party service providers and due to this outsourcing and varying Customer location shipping times vary.
- e. Any delay of delivery, for any reason whatsoever, will not entitle the Customer to claim for any consequential loss or damage or to cancel, rescind or terminate the contract.
- f. Where possible "Welding Solutions" will provide the Customer with any tracking reference number provided by the third-party delivery service provider.

#### 5. Acceptance

- a. The Customer must inspect the product immediately on delivery and provide "Welding Solutions" with written notice in accordance with clause 9(b) if the goods are not in accordance with the contract.
- b. Failure to give notice in accordance with clause 5(a), then to the extent permitted by law the product is deemed to have been accepted by the Customer.

#### 6. Retention of Title

- a. Property in the product supplied by "Welding Solutions" to the Customer under these terms and conditions does not pass to the





Customer until the money owing for the product(s), and any other money owing by the Customer to “Welding Solutions”, has been paid in full. The Customer in the meantime takes custody of the product(s) and retains them as the fiduciary agent and bailee of “Welding Solutions”.

## 7. Returning Products

- a. The Customer is responsible for all return freight costs. The refund amount will not include original freight cost.
- b. “Welding Solutions” is not responsible for any damage to returned products during transit and may decline the return request or revise the refund amount should this occur.
  - i. Subject to any statutory requirements stating otherwise, products will only be considered for return when the following conditions are met: “Welding Solutions” must be notified within 30 days of the customer receiving the product that the product is being returned. The product must be received by “Welding Solutions” within 7 days of this notification.
  - ii. The customer must provide the original invoice number.
  - iii. The product must be returned in original re-saleable condition, including all products labels, tags, packaging and manuals.
  - iv. The product must NOT have been fitted, modified, unassembled, used or damaged in any way. The product must be in the same condition as supplied by “Welding Solutions”.
  - v. All products must be checked for suitability prior to any attempt or preparation for fitting (including sanding and painting). No claim will be considered for incorrect supply against order.
  - vi. The Customer must not attach or write anything on the product itself or packaging unless instructed by “Welding Solutions” to do so.
  - vii. The product must be securely packed to ensure it is received back by “Welding Solutions” in original and re-saleable condition.
  - viii. Change of mind returns are subject to a 15% restocking fee minus original shipping cost.

## 8. Short Supply

- a. Product shortages will only be considered if reported to “Welding Solutions” within 24 hours of receipt of the goods.

## 9. Damaged Products

- a. Visible damage or product loss in transit must be clearly noted on the shipping carrier’s delivery receipt. In the event of damage or product loss during transit, “Welding Solutions” must be immediately notified.
- b. All products must be checked for damage and reported to “Welding Solutions” within 7 business days of receiving.
- c. “Welding Solutions” is not responsible for any product damage occurred when products are on-sold to any third parties.

## 10. Warranty

- a. Goods, Parts and Services

- i. “Welding Solutions” goods are covered by manufacturers and supplier’s independent warranties for individual products.
  - ii. Manufacturer’s warranties are limited to the repair or replacement of defective goods.
  - iii. “Welding Solutions” reserves the right to inspect any defective items prior to any warrant consideration being issued.
  - iv. Refunds are not applicable on warranty goods as the goods have already been used.
  - v. The manufacturer’s warranties will not cover goods that may have become defective from improper maintenance, improper use and accidental damage.
- b. Truck Builds & Sales
    - i. “Welding Solutions” only issues warranty to products under agreed conditions. These are subject to change without notice.
    - ii. The following products are covered by a 12-month warranty:
      - a. Hydraulic driven Water Pump (Diesel water pumps 6 months)
      - b. Hydraulic cylinder
      - c. PTO & Pump
      - d. Tipping Valves & Air Controls
      - e. Water Cannon
      - f. Oil Tank
      - g. Water tank and Tipper Body
      - h. Electrical wiring installation on body without modification.
    - iii. The warranty is only valid under the following conditions:
      - a. All “Welding Solutions” products must be installed, operated, maintained and repaired in accordance with the relevant “Welding Solutions” guidelines.
      - b. For the items listed in 10(b)(ii.), the warranty period covering is valid 12 months from date of delivery.
    - iv. The warranty period does not cover:
      - a. Wear of parts during normal operation (e.g. Spray head diaphragms, mud flaps etc.).
      - b. parts made of rubber or a consumable item with a limited lifetime.
      - c. Paint coatings affected by corrosive liquids other than water, emulsion or chemical agents that may cause damage.
      - d. Damage caused by forces beyond “Welding Solutions” control.
      - e. Damage caused by incomplete or erroneous installation.
      - f. Damage caused by abusive or inappropriate operation.
      - g. Damage as a result of service not carried out in accordance with the “Welding Solutions” Operating & Maintenance Instructions.





- v. This warranty is valid only in accordance with the “Welding Solutions” General Terms unless otherwise specified.
- vi. A completed Claim Report shall be delivered with every claim.
- vii. All broken parts shall be kept for inspection, these parts will be returned to “Welding Solutions”
- viii. inspection on request (transportation costs to be met by end user).
- ix. For urgent requirements goods will be sent out and invoiced subject to warranty.
- x. Where warranty is granted, “Welding Solutions” will meet the cost of the following:
  - a. All necessary spare parts.
  - b. A replacement part where the original cannot be repaired.
- xi. “Welding Solutions” does not accept any liability for transport costs or travel expenses.
- xii. During the warranty period the equipment must be serviced at the appropriate periods (costs to be met by the end user).
- xiii. Preventive maintenance and Troubleshooting checks listed in the “Welding Solutions” Operating & Maintenance instructions must be completed.
- xiv. Drivers must be trained to operate the water truck or tipper equipment with the appropriate operating instructions made available.
- xv. Drivers should include the Water Truck and Tipper in their daily vehicle inspection and arrange service for the vehicle/equipment as described in the Maintenance Instructions.
- xvi. Any variation from the conditions listed above must be agreed with “Welding Solutions” prior to the operation of the equipment.

#### 11. Conditions of Warranty

- a. The product must be returned to: Welding Solutions.
  - i. The product must have been fitted by a licensed motor mechanic, smash repairer, auto electrician (as the context requires) and in any case by a legally qualified person with suitable experience (for the part required to be fitted and scope of work) and be correct for the make, model and body type for which the purchase was originally made.
  - ii. Suitable oils and lubricants must be used and kept at the correct levels.
  - iii. Failure of the product must not be due to: misuse, incorrect installation, incorrect connection or other abuse.
  - iv. Warranty will be void if the product is modified in any way, faulty due to misuse, abuse or incorrect installation.
- b. “Welding Solutions” will not be liable for consequential damage or loss of income due to failure of any product sold and will not reimburse the customer for fitting or refitting charges of a faulty product nor for consequential expenses or costs arising from a faulty product.

#### 12. Force Majeure

- a. “Welding Solutions” will make every effort to deliver the product(s) on the agreed date or dates.
- b. “Force Majeure” means causes beyond the reasonable control of “Welding Solutions” or its suppliers or manufacturers, preventing or interfering with the delivery by “Welding Solutions” (or its nominated third party service provider), including natural disaster, war (declared or undeclared), riots, civil commotion, epidemic or pandemic, strikes, lockouts, inclement weather, fire, acts of terrorism, accidents, restraints affecting shipping or credit, non-arrival or delay of carriers, short or reduced supply of fuel or raw materials or excessive costs thereof, or of production, acts of any governmental authorities, or any other similar contingency affecting “Welding Solutions” or its suppliers or manufacturers.
- c. Should Force Majeure prevent the total or partial performance under the Agreement, the party claiming Force Majeure shall inform the other party substantiating the occurrence of and the nature of the contingency. Any default or delay caused by Force Majeure shall not constitute a breach of the Agreement. “Welding Solutions” is not liable for any default or delay caused by Force Majeure and may, at its option, deliver with reference to all its customers or cancel any delivery not made.

#### 13. No Waiver

- a. No waiver of any breach or failure to enforce any provision will in any way limit or waive the right of that party to subsequently require strict compliance with these terms and conditions

#### 14. Governing Law

- a. These terms and conditions are governed by, and construed in accordance with, the laws of the state of Western Australia in the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia in respect of any disputes, actions, suits or proceedings arising out of or relating to these terms and conditions.

#### 15. Updated Terms and Conditions

- a. These terms and conditions are subject to change by “Welding Solutions” without prior notification to and acceptance by the Customer. The most recent Terms and Conditions are published on “Welding Solutions” website [www.weldingsolutions.com.au](http://www.weldingsolutions.com.au) and supersede all previously advised terms and conditions advised to the Customer.

