

5 STAR GUARANTEE - RISK FREE TRADING



HYDPOWER want to assure you that your investment and spend on our hydraulic systems and components shall be devoid of risk - as much as possible. This is why all our products and services are backed by a series of iron-clad guarantees and warranties

We provide systems, components, hose and fittings, consulting and support installation and commissioning services with a highly methodical approach backed by 40 years of experience and know how.

Our industry leading expertise allows us to vouch for our products and services, with unmatched guarantees and warranties, as detailed below. With **HYDPOWER**, you have a passionate partner that provides assurance, peace of mind and a very high level of trust.

Our engineers pride themselves on doing our work right, the very first time. In addition, we are accountable for the work we do and products we provide. It is paramount for us to ensure we provide total satisfaction in every aspect of our customer interaction.

We go the extra mile to ensure you receive the right product, best price, delivered on time.

There's no one in the market that matches or even offers the risk free trading experience **HYDPOWER** can provide you with.

Such is our confidence and passion in everything on offer, we are able to provide a range of unique guarantees and industry leading product warranties to support you, giving you the reassurance that you need. As your long-term Hydraulics partner, we just won't have it any other way.

Work with us and enjoy a hydraulics partnership destined for success. We guarantee it!

OUR UNIQUE 5 STAR 24 MONTH NO RISK GUARANTEE

- ★ **FREE**- Replacement product
- ★ **FREE**- Freight on replacement component
- ★ **FULL** - Refund if not completely satisfied
- ★ **FREE**- Alternative product if determined unsuitable
- ★ **FREE** - Investigation and testing to determine cause of issue

* Subject to investigation & evaluation to determine components used within manufacturers specifications and HYDPOWER recommendations

STANDARD CONDITIONS OF SALE "Hydpower Hydraulics" means Hydpower Hydraulics Pty Ltd A.B.N 38 114 349 245 and all related corporations, successors and assigns;

"Contract" means the contract referred to in Clause 2;

"Customer" means a person or entity acquiring or offering to acquire Products from Hydpower Hydraulics and, where the Customer comprises more than one party, the covenants and obligations of each party are joint and several;

"Products" mean all products, services and equipment supplied or to be supplied by Hydpower Hydraulics to the Customer;

"Conditions" means these Standard Conditions of Sale.

1. APPLICATION OF CONDITIONS

Unless otherwise agreed in writing by Hydpower Hydraulics, these Conditions will apply to all quotations, orders and offers in relation to the Products and the sale, supply, service and replacement of all Products and will take precedence over any inconsistent provisions in any Customer order or contained or referred to elsewhere or implied by trade custom, practice or course of dealing.

2. ORDERS AND CONTRACT

2.1 Each order by a Customer is deemed to be an offer to the Company under these Conditions and is not binding on Hydpower Hydraulics prior to Hydpower Hydraulics acceptance of it. On Hydpower Hydraulics written acceptance of an order, the order and these Conditions will constitute the entire agreement of the parties in relation to the subject of that order (the "Contract") and may only be varied in writing, signed by the parties.

2.2 Acceptance by the Customer of possession and/or delivery of Products will constitute acceptance or confirmation of previous acceptance of these Conditions to be exclusion of all other terms or provisions.

2.3 The Customer is not entitled to cancel any order or materially vary any specifications without Hydpower Hydraulics previous consent in writing.

3. QUOTATIONS AND PRICES

3.1 Prices quoted by Hydpower Hydraulics are firm for a period of 28 days from the date of quotation.

3.2 Hydpower Hydraulics reserves the right to make any changes necessary to correct errors or allow for increases in the cost of labour, materials, freight, foreign exchange rates, taxes, duty or other levies taking effect prior to the date of delivery.

3.3 Unless otherwise stipulated, the quoted price is exclusive of all taxes and duties, transit insurance and transportation costs and charges of any other kind, for which the Customer will also be liable.

4. CREDIT

Hydpower Hydraulics reserves the right to withdraw credit at any time and substitute cash with order or cash on delivery or any other terms. Hydpower Hydraulics may refuse to proceed with any Contract at any time if the Customer's credit is/or becomes unsatisfactory to Hydpower Hydraulics.

5. DESCRIPTION

5.1 Hydpower Hydraulics catalogues, price lists and quotations do not constitute offers. Any description of Products given by Hydpower Hydraulics is for identification purposes only and does not constitute the Contract of sale by description.

5.2 All drawings, designs, specifications and particulars of weight, dimensions and any figures or statements as to the performance of the Products issued by Hydpower Hydraulics are intended merely to describe the Products generally and are not to be regarded as warranty, representation or contractual term unless expressly agreed by Hydpower Hydraulics in writing.

6. TITLE AND RISK

6.1 Notwithstanding any arrangements made for the transportation of the Products to the Customer's nominated destination, all Products sold are at the risk of the Customer from the time the Products leave Hydpower Hydraulics premises.

6.2 Regardless of the point at which risk in the Products passes to the Customer, Products remain the property of the Company as legal and equitable owner and no property in or title to any Products supplied with pass to the Customer until payment has been made (and all cheques and other negotiable instruments have been cleared) for all Products supplied by Hydpower Hydraulics to the Customer. Pending legal and beneficial ownership of the Products passing to the Customer, the Customer must: - 1. Keep the Products in good condition; 2. keep the Products fully insured to their full replacement value against all risks; 3. not encumber the Products in any way; and iv. hold and keep the Products separately from other property in the possession of the Customer in a manner which enables the products to be easily identifiable as Products supplied by Hydpower Hydraulics.

6.3 Failure to make any payment to Hydpower Hydraulics by the due date will, without prejudice to any other available remedies, entitle Hydpower Hydraulics to repossess the Products from any premises where they may be situated. For the purpose of repossessing the Products, the customer hereby grants and irrevocable licence to Hydpower Hydraulics, its employees or agents, to enter upon such premises as Hydpower Hydraulics reasonable suspects the Products may be located, using such reasonable force as is necessary and the Customer will indemnify the Company from and against any liability to any third party in respect of any such damage and from and against all actions, proceedings, claims, demands, costs, damages and expenses howsoever arising.

6.4 Hydpower Hydraulics will be entitled to bring an action against the Customer for the price of the Products in the event of non-payment by the Customer by the due date as if the property in the Products had already passed to the Customer and will also have the right by notice in writing to the Customer at any time after the agreed delivery date to pass the property in the Products to the Customer as from the date of such notice.

7. CLAIMS

7.1 Return of Products will not be accepted unless: - 1. Hydpower Hydraulics has received a substantiated written claim within 14 days from the date of delivery; 2. Prior authorisation has been given by the Company; 3. On return, the Products are accompanied by appropriate documentation which stipulates the invoice number, the Customer name and address and the reasons for return; iv. The Products are faulty by reason only that the quality of materials used for the construction of the Products or the manufacturing process was defective.

For comprehensive details please see our website for details.



contact the **HYDPOWER** team today

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