

General Conditions of Sale and Delivery

1. Information from printed matter, issued on behalf of Ultralift Australia Pty Ltd, can be subject to changes, without Ultralift Australia Pty Ltd being obliged to give notice of this.
2. The sale is based on Ultralift Australia's specifications and any additional information provided by the client, unless expressly stated otherwise. It is in the client's best interest to inform Ultralift Australia Pty Ltd of the make and model of related Audio Visual Equipment, to ensure that the correct product is manufactured. It is the clients responsibility to check the dimensions of related Audio Visual Equipment to suit the goods prior to ordering / delivery / installation.
3. All time limits mentioned in the purchase order are only made for Ultralift Australia's target purposes and should not be considered by the client as firm dates. All dates provided by Ultralift Australia Pty Ltd should only be considered as estimated delivery times.

Payment

Payment is required prior to dispatch, unless an agreement stating otherwise has been arranged, without discount or set-off, at the office of Ultralift Australia Pty Ltd, either by cheque, cash, EFT or credit card.

Delivery

Unless otherwise expressly agreed upon, an agreed delivery term is only an approximate and can never be considered as a firm date. Ultralift Australia Pty Ltd are not liable for deviations in the stated delivery terms, for whatever cause, and therefore the client is obliged to accept the items bought even in the event of deviations in the delivery term. Exceeding the delivery term never entitles the client to compensation, nor to dissolve or change the agreement, unless otherwise expressed.

The delivery term has been determined with the expectation of being able to work under the same conditions as when the order was made and with the assumption that the necessary materials shall be delivered in time by third parties.

Unless otherwise agreed upon, the delivery takes place ex Ultralift Australia's factory/warehouse. Items to be delivered are transported completely for the account and risk of the client, unless otherwise agreed to in writing.

Delays in freight delivery are not the responsibility of Ultralift Australia Pty Ltd. Ultralift Australia will inform the client of estimated delivery times advised by the freight company. Any deviation of this time is from causes outside of Ultralift Australia's control and Ultralift Australia Pty Ltd will not be liable for any damages relating to delivery delays.

After leaving the factory of Ultralift Australia Pty Ltd, the items to be delivered are for the risk of the client. Ultralift Australia Pty Ltd is not liable for damages that may occur to the goods during the transport of the items.

Damage incurred during transportation, if observable, must be reported in writing within 1 day to Ultralift Australia Pty Ltd and indicated on the carrier's consignment notes.

Guarantee

Ultralift Australia Pty Ltd guarantees the soundness and quality of the items that they have produced, materials used and workmanship, for a term of two years at the most, commencing from the invoice date.

The guarantee does not include the consequences of normal wear and tear, injudicious or incorrect use, & incorrect installation. Each guarantee expires the moment changes are made to the items delivered by Ultralift Australia Pty Ltd, other than those made by Ultralift Australia Pty Ltd or with Ultralift Australia's approval in writing. Defects, which are the result of mistakes that have been made by the client or third parties, do not fall under our guarantee, including incorrect installation or assembly, and omitting maintenance.

Products that fall under the guarantee must be delivered to Ultralift Australia Pty Ltd, unless otherwise agreed to. Ultralift Australia Pty Ltd can refuse to honour the guarantee in the event that the products that fall under the guarantee have not been paid for; namely falling far outside the agreed payment term.

Inspection and complaints

The client is obliged to immediately inspect and/or examine the items delivered and at the moment of delivery.

Complaints must be filed in writing and as soon as possible, but at the latest within 10 days after delivery or installation or - in the event of non-visible defects - within 10 days after the defects have been discovered or could be reasonably discovered, but in any case at the latest within 30 days after delivery.

In the event that Ultralift Australia Pty Ltd have considered a complaint to be well-founded with regard to the items delivered, Ultralift Australia's liability is at all times limited to either: repair of the item(s) concerned, replacement and/or (re)delivery of a new item(s) or replacement of defect parts - all at Ultralift Australia's own discretion. Ultralift Australia Pty Ltd do not have to compensate any loss, except when this loss is due to gross negligence or intention from Ultralift Australia Pty Ltd.

Returns & Exchanges

Unless otherwise expressly agreed upon, only standard stock items can be returned or exchanged for other goods provided any difference in price is paid, freight, along with a restocking fee of 5%. Only items undamaged and still packaged can be exchanged, within 10 days of delivery.