

# **TERMS & CONDITIONS**

19/121 Kerry Road, Archerfield QLD 4108

Phone: +61 7 3277 5521 Fax: +61 7 3277 3520

The following terms and conditions will govern any purchase made from Bravo Pty Ltd.

#### **Product Prices**

All prices are quoted in Australian dollars, ex-work Bravo's warehouse, Archerfield, Queensland, Australia. If a change in price has occurred prior to Bravo receiving the order, Bravo will apply the new price to the goods ordered.

#### **Purchase Orders**

- Part Numbers take priority The part number(s) listed on your order will take priority in fulfilling the order. If you do not list part numbers taken from the current Bravo Company Product Guide, the ordered will be filled based on the description you provide, according to Bravo's best judgement. If there are questions, Bravo will make every effort to contact you prior to processing the order. Note: Some items may have new part numbers and/or descriptions.
- Written Orders. Purchase orders are requested in writing by verifiable e-mail or fax, prior to order being processed.
- Phone Orders. Where at all possible, Bravo prefers to receive written orders. When this is not possible, Bravo carefully writes down phone orders so fulfilment will be accurate. Still, due to the nature of verbal communication, misunderstandings may arise. For phone orders that you do not immediately confirm in writing, Bravo's packing list shipped with the order will be considered as final confirmation and as the correct representation of the order. Upon shipment of the order, the Acceptance and Returns policy will apply.

# **Payment Terms**

Account payment terms are net 30 days. Account terms are granted to Australian & New Zealand customers that establish credit with Bravo. If you are interested in establishing credit with Bravo, please contact us about a credit application. If you have not established credit, then all orders will be shipped on a pre-paid basis. Electronic fund transfers are preferred. Master Card and Visa cards are also accepted.

## **Dispatching Times**

In stock items generally dispatch within 1-3 business days. Freight shipments, special requests, large quantity orders or events beyond Bravo's control may delay shipping. Bravo makes no promise to ship at specific times unless a ship time is part of a written quote.

#### **Acceptance and Returns**

Customer is responsible for keeping Bravo informed of changes in contact information or your preference for how Bravo communicates with you. Bravo is not responsible for undeliverable or misdirected confirmations. Orders are deemed correct unless Bravo is notified of errors prior to shipping. Acceptance occurs on delivery. Bravo does not accept returns of custom built units. Returns on all other unused units are allowed up to

30 days after purchase, subject to prior authorisation by Bravo at its sole discretion. You must call in advance to obtain a return authorisation number. No returns will be authorised more than 30 days after purchase. All items must be returned freight prepaid and are subject to a minimum re-stocking fee of 15% or \$25.00, whichever is greater. Products returned for repair and found to have no defects may be subject to an inspection charge.

## **Bravo Warranty**

Bravo products warranted to be free from defects in material and workmanship under normal use and service. "Normal use and service" means not in excess of the recommended pressures, temperatures and chemicals or handling fluids not compatible with component materials. Rubber and synthetic rubber parks such as "O"-rings, diaphragms, squeeze tubing and gaskets are considered expendable and are not covered under warranty. This warranty shall not apply to any accessory which has been repaired or altered to affect the performance or reliability of the product.

Warranty does not apply to (1) freight damage, (2) freezing damage, (3) damage caused by parts or accessories not obtained from or approved by Bravo P/L, (4) damage from misuse and/or misapplication, (5) normal wear and tear of moving parts or components affected by moving parts.

Period of warranty shall be 1 year from the date the product is shipped from Bravo P/L's facility. Liability of manufacturer under the foregoing warranty is limited to repair or replacement of that product at the option of Bravo P/L, which according to our investigation was deemed defective at time of shipment. This warranty is in lieu of all other warranties, expressed or implied, including any warranty of merchantability and/or any and all other obligations or liabilities on the part of Bravo P/L. Return merchandise authorisation number, to return units for repair or replacement, must be granted in advance of return.

#### Important notes:

- Sprayers are equipped with either VITON, EPDM or NBR seals
  which are resistant to a wide range of chemicals but no seals are
  resistant to all chemical agents.
- Don't leave the pressurized sprayer in direct sunlight/heated area or use with flammable/hazardous chemicals.

# **Complete Agreement, No Unwritten Modification**

This agreement is a full and complete integration, constitutes the entire understanding and agreement between the parties with respect to any and all orders from Bravo and supersedes all prior written or verbal understandings and agreements between parties in connection therewith. No provisions of this agreement may be modified, waived, terminated or changed except by a signed written agreement. If any order from your company has terms that differ from the terms of this agreement, then this agreement shall control.