



JN Taylor & Co. Limited t/a Furuno Australia / Taylor Marine

## Standard Terms & Conditions of Sale

### 1) Customer Acknowledgement:

Furuno Australia / Taylor Marine are the trading names of JN Taylor & Co. Limited. This contract of sale is between the entity named on the invoice (the "Customer") and JN Taylor & Co. Limited.

The Customer acknowledges agreement with these Terms and Conditions of Sale by the placement of an order to purchase product or services from JN Taylor & Co. Limited t/a Furuno Australia / Taylor Marine, hereafter referred to as JNT.

All goods are supplied on these terms and conditions only and no person in the employment or otherwise as an agent for JNT has the authority to supply goods or services on any other terms and conditions or to vary these terms and conditions in any way whatsoever. Previous dealings shall not vary or negate these terms and conditions in any respect.

### 2) Return or Exchange Goods:

JNT will gladly refund or credit goods returned within a reasonable time (generally 7 days) provided goods are in original condition, original packaging, current version and not special order, hardware peripheral or clearance items. If the return is authorised by JNT, a restocking fee of up to 10% may apply.

Due to copyright and licensing restrictions of certain software packages and digital charts where a security key (dongle) or code has been supplied to unlock the application, JNT cannot accept exchange or return.

Return or exchange of computer hardware and peripherals is sometimes not possible due to third party constraints on JNT (unless faulty).

*Note:* Authorised Dealers and stockists need to obtain a Goods Return Authorisation (GRA) number before returning any goods.

### 3) Warranty Information:

Unless otherwise stated, all products sold by JNT are covered by the manufacturers' warranty that accompanies the product. JNT makes no additional or independent warranty. JNT does not warrant the performance, compatibility, integrity, merchantability and fitness for a particular purpose of any product, but merely passes through to the Customer whatever end-user warranty the manufacturers or software publishers provide with their respective products.

Please Note: Due to restrictions placed on us by manufacturers, hardware that is defective on arrival can generally be exchanged if we are notified within 7 days of invoice. Otherwise the manufacturers warranty process must be followed.

### 4) Delivery of Goods:

We place great importance on the fast and reliable delivery of our Customers orders, however please note that delivery times are estimated only and JNT shall not be held liable for delays.

If the Customer fails or refuses to take delivery of the goods, then in addition to all other rights and remedies of JNT, the Customer shall be liable for all loss and damage (including consequential loss and damage) suffered or incurred by JNT as a result thereof. JNT, at its discretion may charge a restocking fee of up to 25% of the purchase price.

Unless otherwise stated prices are quoted as ex JNT store / warehouse. All freight and insurance is for the Customers account. The goods shall be at the Customers risk at the point of delivery. The Customer, upon taking delivery of the goods, shall immediately examine the goods and give written notice to JNT of any defect within five (5) days of such date, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.

### 5) Title of Goods:

The goods shall remain the sole and absolute property of JNT as legal and equitable owner and the Customer shall hold such goods as bailee only until such time as the Customer shall have paid the full price. The Customer shall be liable to JNT in respect of any loss or damage to goods during bailment.

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**6) Payment:**

Standard terms of payment are C.O.D or advance payment unless an approved credit facility is in place. JNT reserves the right to refuse or withdraw credit facilities. The price shall be paid by the Customer in full without any deduction in respect of any claimed set-off or counterclaim (including any such off-set or counterclaim on account of any delay on the part of JNT in delivering any part of the goods) on or before the payment date.

In addition to any other rights or remedies of JNT in the event of the Customers default hereunder, JNT shall be entitled to:

- a) To charge and recover costs incurred for the collection of the payment (such as but not limited to collection agency fees and legal costs), cheque dishonour fees, interest at the current bank overdraft rate plus two percent per annum from the due date for payment until payment in full.
- b) To immediately and without notice take possession of the goods and for such purpose the Customer irrevocably licenses JNT, its employees, contractors, servants or agents to enter upon the premises and/or vessel at which the goods are located to so retake possession and resell the goods after seven (7) days written notice to the Customer and thereafter recover from the Customer any amount by which the resale price is less than the price agreed to be paid by the Customer, together with all costs and expenses suffered or incurred by JNT as a result of the Customer's default.
- c) At the sole discretion of JNT charge a restocking fee of 10% of the purchase price.

**7) Errors and Omissions:**

At JNT we work hard to offer you the most competitive pricing and accurate product information. Because of the dynamics and nature of this industry (e.g. vendor price changes and variables beyond our control), prices, promotions, versions and availability advertised are subject to change without prior notice. Please be assured of our every effort to ensure the accuracy; however the documents and graphics published may contain technical inaccuracies or typographical errors. JNT makes no representation about the suitability of this information, it is provided "as is" without warranty of any kind. If an error is made or a product is listed at an incorrect price, JNT shall maintain the right to refuse or cancel any orders placed.

**8) Limitation of Liability:**

JNT shall under no circumstances be liable for special, incidental or consequential damages including loss of profit or opportunity, even if it has been advised of the possibility of such damages. The maximum liability for all damages, if any arising out of any such

action shall be limited to an amount not to exceed the purchase price of the product.

Subject to any applicable Commonwealth or State Legislation, JNT's liability for any such breach shall be limited, at its sole discretion, to any of the following:

- a) Replacement of goods or any part thereof
- b) Supply of equivalent goods or any part thereof
- c) Repair of the goods or any part thereof
- d) Payment of the cost of replacing the goods or acquiring equivalent goods or part thereof
- e) The payment of the cost of having the goods or any part thereof repaired
- f) Refund of the goods upon return

**9) Loss of Data**

JNT will take all care to preserve and backup owner stored data but cannot be held responsible or liable for loss of data. It is the responsibility of the owner to keep backup copies of data.

**10) All Sales Made in Western Australia**

All sales shall be deemed made in the state of Western Australia regardless of the location of the Customer. The Customer agrees that any dispute with JNT shall be brought by the Customer exclusively in the State or Federal courts situated in the State of Western Australia.

**11) General**

JNT warrants that it has good title of the products that it sells.

In the event any section or portion of a section of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale and the remaining terms shall continue in full force and effect.

Terms and Conditions are to be read in association with JN Taylor Limited Warranty Policy.

**Contact Details**

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