

SURPLUS STOCK TERMS AND CONDITIONS OF SALE

1. Any quotation by Hawker shall be in writing, shall relate only to the supply of parts specifically itemised in the quotation, and will be valid for a period of 30 days from issuance, or unless said parts are sold beforehand
2. Surplus stock will be properly and accurately described by part number and condition in the quotation and offered at a discounted price on an "as is, where is" basis.
3. For packages with a total sales value in excess of AU\$10,000 payment terms are strictly 10% on agreement and 90% on completion of packing. Goods will not be shipped until full payment is received.
4. Payment can be made via bank transfer, cash or credit card, however all credit card payments will attract a 3% surcharge on the purchase and the customer will be required to provide a completed Hawker Pacific credit card authorisation form with a photo copy of the back and front of the credit card.
5. Unless otherwise expressly stated, any goods and services tax (GST) or any other tax or impost which may be levied or in any way arising out of Hawker's provision of the Services and/or supply, sale to/for the Customer shall be borne by the Customer, excluding taxes specifically and solely levied on Hawker's earnings and revenue.
6. All Hawker Pacific costs associated with retrieval and copying of certificates and other traceability documents are payable by the customer. Labour will be charged at AU\$20.00 per hour and photocopying will be charged at AU\$0.05 per page.
7. The Customer shall inspect and examine the Parts on delivery. No claim for shortage or incorrectly identified parts shall be considered unless received by Hawker in writing, within seven (7) days of the date of delivery of the parts, or date of invoice corresponding to the Parts, whichever is earlier. The Customer shall at all times follow Hawker's instructions and procedures in respect of the disposition and return of any parts the subject of any claim hereunder.
8. In no event shall Hawker be liable for any warranty or sales guarantee on surplus sale parts once the seven (7) day inspection and acceptance period has expired.
9. The Customer must notify Hawker in writing immediately of any error on an invoice. On agreement by Hawker Pacific, a refund will be transferred to the customer's nominated account within 5 working days.
10. All costs of cartage, freight and insurance of Parts from Hawker's facilities and premises including the charges of Hawker, shall, unless otherwise agreed, be for the account of, and payable by, the Customer.
11. The Customer assumes responsibility for all transport charges in respect of the disposition and return of any Parts the subject of any claim hereunder and the supply by Hawker of any substitute parts.
12. No variation of these terms and conditions shall be valid unless agreed by Hawker in writing. In the event of any conflict between these terms and conditions and any terms or conditions set forth in any purchase order from the Customer or any other document that purports to govern Hawker's provision of the Services and/or the supply, sale and/or fitting of the Parts to/for the Customer, these terms and conditions shall prevail.