MARCEM
SPECIALIST EQUIPMENT, MADE SIMPLE

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Terms and Conditions

PART 1: GENERAL TERMS

These General Terms apply to all transactions between the Owner and the Customer, including equipment hire, equipment sales, calibration services, repair and maintenance, and training services. All Tool/Equipment and services are provided subject to the following conditions, which shall prevail over any and all terms or conditions referred to in the Customer's order, correspondence, or elsewhere, unless specifically agreed in writing by both parties. Any conditions or stipulations to the contrary are hereby excluded.

1. Definitions:

a) The "Owner" is the Company, Firm or Person letting the Tool/Equipment on hire or selling or providing calibration, repair, maintenance, or training services, and includes their successors, assignees, or personal representatives.

b) The "Customer" is the Company, Firm or Person, Corporation or Public Authority taking the Owner's Tool/Equipment on hire or purchasing or engaging the Owner for any service, and includes their successors and personal representatives and employees.

c) The "Tool/Equipment" covers all classes of tools, equipment, and accessories which the Owner agrees to hire, sell, calibrate, or repair for the Customer.

d) The "Services" refers collectively to equipment hire, equipment sales, calibration, repair and maintenance, and training services provided by the Owner.

2. Formation of Contract:

a) Quotations do not constitute an offer, and no contract shall result until the Customer has placed an order and this has been accepted by the Owner (orders from confirming and merchant houses are accepted on the fundamental condition that they act as principals and not as agents).

b) All oral acceptance of orders shall be deemed to have been made subject to these conditions.

c) Oral orders and any variations to orders must be confirmed by the Customer in writing otherwise the Owner shall not be liable for any consequent errors or misunderstandings.

d) No assurance given or terms discussed before order or arising from a previous course of conduct between the parties shall take effect as part of this contract or as a collateral warranty or contract, nor shall they bind the Owner in any other way, unless repeated in the Owner's quotation or set out clearly in the Customer's written order. Provided that this provision shall not prevent these conditions from being incorporated into any contract between the parties under any course of dealing between them. Nothing in this clause excludes or limits any rights the Customer may have under the Australian Consumer Law, including in respect of misleading or deceptive conduct.

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3. Loss or Damage:

a) The Customer undertakes to accept full responsibility for loss or damage to the Tool/Equipment arising from the Customer's use, misuse, negligence, or failure to comply with these conditions, fair wear and tear excepted. The Customer shall indemnify the Owner in respect of all third-party claims (including claims based in contract or tort) for injury to persons or damage to property caused by or arising out of the Customer's use of the Tool/Equipment, together with all reasonable costs and charges in connection therewith, whether arising under statute or common law. Nothing in this clause limits any rights the Customer may have under the Australian Consumer Law.

b) The Customer will be responsible to the Owner for the cost of repairing any damage to the Tool/Equipment and, where the Tool/Equipment is lost, destroyed or damaged beyond economical repair, the current market replacement value of the Tool/Equipment, having regard to its age and condition. The Owner will provide written evidence of the basis for any replacement or repair cost claimed. This condition must be met by the Customer notwithstanding any insurance claim which may be pending.

4. Liability:

a) To the maximum extent permitted by law, the Owner shall not be liable for any indirect or consequential loss or damage, including loss of profit, revenue, production, contracts or business opportunity, howsoever caused and whether arising in contract, tort or otherwise.

b) Subject to any rights that cannot lawfully be excluded, the Owner's liability for direct loss or damage shall be limited to the amount paid or payable for the Tool/Equipment or Services giving rise to the claim.

c) Nothing in these Terms excludes or limits any rights or remedies that cannot lawfully be excluded or limited under the Australian Consumer Law or any other applicable law.

5. Invoices:

Invoices will be raised at the end of each calendar month of the hire or service period, or on completion of the hire or service period, whichever is sooner, unless alternative invoicing arrangements have been agreed in writing with the Customer.

6. General Conditions of Business:

a) All deliveries and collections made by the Owner will be charged extra.

b) Variations to these terms can only be agreed in writing or by email.

c) The validity and operation of this contract is governed by the laws in force in Western Australia.

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7. Warranties and Manufacturer's Warranty:

a) Goods come with mandatory consumer guarantees under Australian Consumer Law covering major failures, repairs, or replacements.

b) Separate manufacturer warranties may apply as detailed with the product.

c) Where a manufacturer's warranty applies, the Owner may facilitate or refer the claim to the manufacturer.

d) The Owner provides no additional warranties beyond those required by law.

8. Notices and Accidents:

If the Tool/Equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Owner by phone or email and confirmed in writing to the Owner's office. In respect of any claim not within the Customer's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Customer without the Owner's consent in writing.

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PART 2: EQUIPMENT HIRE

The following terms apply specifically to the hire of Tool/Equipment and are in addition to the General Terms in Part 1.

1. Delivery in Good Order:

a) The Customer must satisfy themselves that the Tool/Equipment is in good working order and that the Tool/Equipment is not damaged in any way before signing the Delivery Note.

b) The Customer shall be responsible for loading and/or unloading the Tool/Equipment on-site and for the provision of any lifting facilities required for loading and/or unloading.

2. Hire Period:

a) The Tool/Equipment shall be deemed to be on hire from the time of leaving the Owner's premises to the time of being returned and offloaded at the Owner's premises. Such return and off-loading must take place at the Owner's premises in Perth, Karratha, Kalgoorlie, Darwin, Gladstone or Brisbane, between the hours of 8:00 and 17:00 hours Monday to Friday unless a prior arrangement has been made and confirmed in writing.

b) Returned Tool/Equipment must be accompanied by documentation stating name and address and hire/purchase order number. Responsibility for the return of Tool/Equipment remains with the Customer. The Owner cannot accept any responsibility nor reduce any hire charges because of strikes, bad weather conditions, or any other cause outside the direct control of the Owner.

3. Hire Rates:

Except where otherwise stated and confirmed in writing by the Owner, all Tool/Equipment is hired on a daily, weekly or monthly basis. All hire rates are exclusive of GST unless otherwise stated. GST will be itemised separately on all invoices.

4. Use of Tool/Equipment:

a) The Customer may use the Tool/Equipment for the purposes of its business. The Tool/Equipment is not to be used, and the Customer will not permit it to be used, for any purposes for which it is not expressly designed. The Owner shall undertake to supply adequate Operating Instructions with the Tool/Equipment.

b) The Customer agrees that it will not make any mechanical or other modifications to the Tool/Equipment, make alterations or additions, or fit any equipment or other accessories.

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c) The Customer agrees that it will not remove or interfere with any identification marks fixed to the Tool/Equipment nor deface the paintwork or exterior nor add or erect any painting, signwriting, lettering or advertising to or on the Tool/Equipment nor attempt or purport to do so nor permit the same.

5. Maintenance of Tool/Equipment:

a) The Customer shall be responsible for the safe-keeping, use in a workman-like manner within the manufacturers' rated capacity, and return on the completion of the hire in good order (fair wear and tear accepted), of all Tool/Equipment on hire.

b) The Customer shall be responsible for compliance with all laws and regulations applicable to the Tool/Equipment and the work being performed by it.

c) The Customer shall take all reasonable steps to keep themselves acquainted with the state and condition of the Tool/Equipment. If the Tool/Equipment is continued at work or in use in an unsafe or unsatisfactory state, the Customer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.

d) The Customer shall regularly clean the Tool/Equipment and return it in a perfectly clean condition. The Customer shall be responsible for any expense involved in cleaning the Tool/Equipment incurred by the Owner.

6. Breakdown and Spares:

a) Any loss, breakdown or unsatisfactory working of any part or whole of the Tool/Equipment must be notified to the Owner immediately.

b) The Owner will supply basic spare parts with each order for the hire of Tool/Equipment. These items are consumables, i.e. spare seals, tools and fittings, and such will be charged at list price as consumable items if not returned.

7. Test Certificates:

Copies of test certificates, where applicable, are available for all items. These can be supplied to the Customer on request.

8. Subletting:

The Customer shall not sub-let or lend or part with possession of the Tool/Equipment or any part thereof to any third party without first receiving the written permission of the Owner.

9. Protection of Owner's Rights:

a) The Customer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Tool/Equipment except as provided under Part 2, Clause 8 and shall protect the same against

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distress, execution, or seizure and shall indemnify the Owner against all losses, damages, costs, charges, and expenses that may be occasioned by any failure to observe and perform this condition, except in the event of Government requisition.

b) If the Customer makes default in punctual payment of all sums due to the Owner for hire of Tool/Equipment or other charges and fails to remedy such default within 5 business days of written notice from the Owner, or shall fail to observe and perform the terms and conditions of this contract, or if the Customer shall suffer any distress or execution to be levied against them or make or propose to make any arrangement with creditors or being a company shall go into liquidation (other than a member's voluntary liquidation) or shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Tool/Equipment may be prejudiced or put into jeopardy, this Agreement shall forthwith be terminated and it shall thereupon be lawful for the Owner to retake possession of the said Tool/Equipment and for that purpose enter into or upon any premises where the same may be, and the determination of the hiring under this condition shall not affect the right of the Owner to recover from the Customer any monies due under the contract or damages for breach thereof.

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PART 3: EQUIPMENT SALES

The following terms apply specifically to the sale of Tool/Equipment and are in addition to the General Terms in Part 1.

1. Title and Ownership:

a) Title in the Tool/Equipment shall not pass to the Customer until payment in full has been received by the Owner, including all applicable GST and charges.

b) Until title passes, the Customer shall hold the Tool/Equipment as bailee for the Owner, keep it separately identifiable, and not encumber or deal with it in any way inconsistent with the Owner's ownership.

c) The Owner reserves the right to recover and resell the Tool/Equipment if payment is not made in accordance with agreed terms.

2. Payment:

a) Payment terms will be as stated on the invoice or as otherwise agreed in writing with the Customer.

b) All prices are exclusive of GST unless otherwise stated. GST will be itemised separately on all invoices.

c) The Owner reserves the right to charge interest on overdue amounts at a rate of 2% per month, calculated from the due date until the date of payment.

3. Returns and Defective Goods:

a) Returns will only be accepted with prior written authorisation from the Owner.

b) Tool/Equipment must be returned in original condition, unused, and in original packaging where applicable.

c) Where Tool/Equipment is found to be defective on delivery, the Customer must notify the Owner in writing within 5 business days of receipt.

d) Nothing in this clause limits any rights the Customer may have under the Australian Consumer Law.

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PART 4: CALIBRATION SERVICES

The following terms apply specifically to calibration services and are in addition to the General Terms in Part 1.

1. General:

a) Calibration and testing of the Tool/Equipment involves inherent risks. Subject to Part 1, Clause 4, the Owner's liability in respect of calibration services is limited to re-performing the service or refunding the fee paid.

b) Clear and accurate descriptions are essential for all jobs, as undisclosed issues may not be detected.

c) All price estimates are subject to inspection, and if additional work or parts are required, we will contact you before proceeding.

2. Warranty:

a) A 30-day service guarantee is provided, excluding coverage for normal wear, misuse, equipment drift, or any damage occurring after calibration.

b) Some services may void manufacturer or third-party warranties; where this is a foreseeable risk we will advise you prior to performing the service, however we accept no liability for any warranty voided where you have chosen to proceed after being advised.

3. Service Scope:

a) Additional charges may apply for disassembly, cleaning, or reassembly.

b) Calibration includes testing with a certificate and simple adjustment if required; any further repair or detailed adjustment will be quoted separately.

c) All results and associated uncertainties reflect the performance of the Tool/Equipment at the time of calibration only. Equipment drift over time and the selection of appropriate re-calibration intervals remain the Customer's responsibility.

4. Test Media and Procedures:

a) Test media are selected by our technicians and may include air or oil, using our in-house fittings and adapters. Please advise us prior to testing if specific test media, fluids, or accessories are required.

b) By submitting your Tool/Equipment, you acknowledge and accept our standard test procedures and methods.

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PART 5: REPAIR AND MAINTENANCE

The following terms apply specifically to repair and maintenance services and are in addition to the General Terms in Part 1.

1. Quotes and Authorisation:

a) All repair and maintenance work will be quoted on a job-specific basis following inspection of the Tool/Equipment.

b) No repair or maintenance work will commence without written authorisation from the Customer.

c) If additional work or parts are identified during the repair process, the Owner will contact the Customer for approval before proceeding.

d) A minimum labour fee of $200 + GST applies to any inspection, assessment, calibration, or repair.

2. Liability During Repair:

a) Subject to Part 1, Clause 4, the Owner's liability in respect of repair and maintenance services is limited, to the extent permitted by law, to re-performing the service or refunding the fee paid.

b) The Owner accepts no liability for pre-existing faults or damage not identified at the time of intake, provided the Customer has been given the opportunity to inspect and sign off on the condition of the Tool/Equipment upon drop-off.

3. Turnaround:

a) Estimated turnaround times will be provided at the time of quoting and are indicative only. The Owner shall not be liable for delays caused by parts availability, unforeseen complexity, or circumstances beyond the Owner's reasonable control.

b) The Customer will be notified promptly of any significant changes to estimated turnaround times.

4. Collection of Repaired Equipment:

a) The Customer is responsible for collecting the Tool/Equipment from the Owner's premises upon completion of the repair or maintenance service.

b) The Owner will notify the Customer in writing when the Tool/Equipment is ready for collection.

c) No storage fees will be charged for Tool/Equipment awaiting collection; however, the Owner reserves the right to issue a written notice requesting collection if Tool/Equipment remains uncollected for an unreasonable period.

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PART 6: TRAINING SERVICES

The following terms apply specifically to training services and are in addition to the General Terms in Part 1.

1. Training Delivery:

a) Training services are delivered at the Owner's premises unless otherwise agreed in writing.

b) The Owner reserves the right to change trainers, training materials, or delivery methods without notice, provided the overall quality and content of the training is not materially affected.

c) The Owner reserves the right to cancel or reschedule training sessions due to insufficient enrolments, trainer unavailability, or circumstances beyond the Owner's reasonable control. The Customer will be notified as soon as practicable and offered an alternative date or a full refund.

2. Participant Requirements:

a) Participants must meet any prerequisites stated in the course description prior to attending.

b) The Owner reserves the right to exclude any participant whose behaviour is disruptive or who does not meet the stated prerequisites, without refund.

c) The Customer is responsible for ensuring participants comply with all site safety requirements at the Owner's premises.

3. Cancellation Policy:

a) Cancellations made more than 5 business days prior to the scheduled training date will receive a full refund of any fees paid.

b) Cancellations made within 5 business days of the scheduled training date will receive no refund.

c) Cancellations must be notified to the Owner in writing by email.

d) Participant substitution may be made before training commences at no additional charge.

4. Certification and Competency Records:

a) Upon successful completion of training, participants will be issued a verification of competency record as applicable to the course.

b) Verification of competency records are issued to individual participants and are not transferable.

c) The Owner maintains records of training completion.

5. Liability:

a) Subject to Part 1, Clause 4, the Owner's liability in respect of training services is limited, to the extent permitted by law, to re-delivering the relevant training session or refunding the fee paid.

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b) The Owner accepts no liability for any loss, damage, or injury sustained by a participant during training except to the extent caused by the Owner's negligence.

c) Nothing in this clause limits any rights a participant may have under the Australian Consumer Law. ‘