WESTERN AG PTY LTD

Western Ag Pty Ltd
48 087 743 253
5 Hodgson Way, Kewdale,
WA 6105
Phone No.: 08 9353 6466
Fax No.: 08 9725 7022
Sales Email: sales@westernag.net.au
Accounts Email: accounts@westernag.net.au

SALE QUOTE

INVOICE NO:

INVOICE DATE: **October 3, 2024**
SALESPERSON: **Luke Bundesen**
PURCH ORDER NO:
CLIENT NO: **3321**

INVOICE TO: **SERPENTINE JARRAHDALE SHIRE**

6 PATTERSON STREET
MUNDIJONG WA 6123
BH: (08) 9526-1111 ABN: 98 924 720 841

STOCK NO: **NEW / 2254**

EQUIPMENT: NEW KIOTI DK4810
Serial #:

STOCK NO: **NEW / 2255**

EQUIPMENT: NEW BURDER COUNTER WEIGHT 400KG
Serial #:

STOCK NO: **NEW / 2256**

EQUIPMENT: NEW BARECO ROPS CANOPY
Serial #:

STOCK NO: **NEW / 2257**

EQUIPMENT: NEW KIOTI PALLET FORK STANDARD 1T
Serial #:

			TOTAL (EX GST)
SALE PRICE	NEW KIOTI DK4810		**$42,454.55**
	BURDER COUNTER WEIGHT 400KG SN#: BARECO ROPS CANOPY SN#: KIOTI PALLET FORK STANDARD 1T SN#:		
	REGO FEE (No GST)		
SUBTOTAL (EX GST)			**$46,318.19**
+ GST			**$4,631.82**
TOTAL PURCHASE PRICE (INC GST)			**$50,950.01**
Less DEPOSIT			
Less NET TRADE IN ALLOWANCE			
DAEDONG DK35		**$14,000.00**	**$14,000.00**
TOTAL OWING			**$36,950.01**

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QUOTE VALID FOR 14 DAYS

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Thanks for the opportunity to quote on a new Kioti DK4810 HST tractor with front end loader and 4n1 bucket
Specs include -
4cyl diesel engine
48 lt fuel tank
3 range HST, electronic cruise control, link pedal
4WD and rear diff lock
foldabe ROPS
step through platform
1x set of rear remotes
Counter weight
ROPS canopy
Pallet forks
4 year or 2000hr (whichever comes first) drive train warranty
delivery to Works depot Mundijong

Trading in DK35 Daedong Tractor with front end loader, pallet forks, bucket

Banking Details:
Acc Name: Western Ag Pty Ltd.
Bank Name: ANZ Banking Group
BSB: 016 454 ACC#: 3506 01391
Terms: from EOM

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Terms and Conditions:

1. Interpretation - In these conditions:
(1) "Seller" means S P & N Zuvela T/AS Wattleup Tractors (ABN [66 808 117 471] and it successors, assigns or any person acting on its behalf, and with its authority
(2) "Buyer" means the purchaser of the Goods and/or Services
(3) "Goods" means the materials, equipment and products provided or to be provided to th Buyer by the Seller as listed on the Quotation or Order Form or any written agreement betwee the Seller and the Buyer and any written variation thereto
(4) "Quotation" means a written quotation pursuant to which the Seller provides the Buyer wit a price for consideration by the Buyer for the supply of Goods and/or Services by the Seller t the Buyer;
(5) "Order Form" means a written form pursuant to which the Buyer requests the Seller t supply Goods to the Buyer;
(6) "Services" means the services provided or to be provided by the Seller to the Buyer a listed by the Seller on the Quotation or Order Form or any written agreement between th Seller and the Buyer or any variations thereto
(7) "Work Site" means the location for delivery and/or installation as specified Quotation or a agreed between Seller and Buyer in writing.
(8) "PPSA" means *Personal Property Securities Act 2009 (Cth)* and any regulations make pursuant to it.
"PPSR" means the Personal Property Securities Register established pursuant to the PPSA
2.Terms - The Goods and/or Services are sold on the terms and conditions herein and an Quotation, Order Form or written agreement is subject to these terms and conditions
3. Quotations - Unless previously withdrawn, any Quotation is open for acceptance within th period stated therein or, when no period is so stated, within 30 days after its date. Selle reserves the right to refuse for any reason any order based on the Quotation within 7 day after the receipt of the order. Upon acceptance by the Seller of any order from the Buyer tha is based for the supply of Goods and/or Services upon the terms and conditions hereir
4. Order Form - Upon acceptance of the order from the Buyer contained with an Order Form a valid and binding contract will arise between the Seller and the Buyer for the supply c Goods and/or Services on these terms and conditions
5. General - Unless otherwise agreed in writing between the Seller and the Buyer, al Quotations, Orders and written agreements between the Buyer and the Seller are based o the delivery of Goods and provision of Services during the hours of 8:00am and 5:00pr Monday to Friday and specifically exclusive of public holidays. Unless otherwise stated a prices quoted by Seller or agreed by the Seller and the Buyer are net, exclusive of Good and Services Tax (GST).
6. Acceptance - Notwithstanding the terms and conditions herein, the Buyer making ful payment, providing instructions in relation to supply or giving verbal or written agreement t accept the Goods and/or Services shall all constitute acceptance of the terms and condition herein.
7. Shortage/Defect - The Buyer will inspect Goods and/or Services upon receipt and notif Seller of any defects or shortages within five (5) days from the date of receipt and upon failin to do so, the Buyer waives any claim against Seller for defects in, or shortage of, any Good and/or Services.
8. Cancellation by Seller - The Seller may in its sole discretion cancel delivery of Goods and/or Services at any time before they are received by the Buyer by giving written notice t the Buyer and upon giving such notice shall not be liable for any loss or damage arisin whatsoever from such cancellation.
9. Cancellation by the Buyer - No order for Goods and/or Services may be cancelled by the Buyer without consent in writing from Seller.
10. Drawings/Specifications - All specifications, drawings, and particulars submitted by Selle are approximate only and any deviation does not vitiate any contract with the Seller or forr grounds for any claim against Seller. The Description illustrations and performance contained in catalogues, price lists and other advertising matter do not form part of thes terms and conditions of sale or of the description applied to the Goods and/or Service
11. Performance- Any performance figures given by Seller are estimates only. Seller is unde no liability for damages for failure of the goods to attain such performance unless specificall guaranteed in writing. Any such written guarantees are subject to the recognised tolerance applicable to such figures,
12. Delivery- Any delivery times made known to the Buyer are estimates only and the Seller i not liable for loss, damage or delay arising from late delivery or non-delivery or late installatio or non-installation of Goods and/or Services. The Seller may at its option provide the Good and/or Services by instalments, and any one of those instalments is defective for any reasor then it is not a repudiation of the whole of the order and the defective instalment is a severabl breach. The risk of loss or damage in any Goods passes to the Buyer upon collection c where Seller is responsible for the delivery then when the Goods are delivered to the Buye
13. Work Site - The Buyer shall ensure that the Work Site is safe and clear of any hazards The Seller will not be liable for any loss or damage caused in accessing the Work Site
14. Force Maj cure- The Seller will not be liable for any default due to a condition that is out c the reasonable control of Seller including flood, fire, storm, strike
15. Guarantee and Warranty - The Seller's liability for Goods and/or Services supplied to the Buyer is limited to making good any defects or at Seller's option by replacement, within a perio not exceeding twelve (12) calendar months after receipt of the Goods and/or Services and suc liability is only enforceable by the Buyer where the defects have risen solely from fault materials or manufacturing and the Goods have not received maltreatment, inattentior incorrect use or interference after receipt by the Buyer and the defective Goods are promptl returned free of cost to the Seller unless agreed in writing
any works to be performed by reason of such liability shall be performed between 9:00am and 5:00pm Monday to Friday exclusive of public holiday's. Where the Goods have not been manufactured by the Seller, the guarantee and warranty given to the Buyer in respect of the Goods. The Seller agrees to assign to the Buyer on request made by the Buyer the benefit of any warranty or guarantee is assignable. The Seller's liability for breach of a condition or warranty implied by the *Competition and Consumer Act 2010* is limited to: (i) in the case of Goods, the replacement of the goods, supply of equivalent goods repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods having the goods repair; or (ii) in the case of services, the supplying of the services again c payment of the cost of having the services supplied again
16.Payment- The Seller will charge and the Buyer will pay as over the amount in the Quotatio or Order Form or any written agreement. The final invoice provided to the Buyer may vary fron the Quotation where the Buyer and Seller have agreed to additional Goods and/or Service The invoice amount is payable net and payment of the amount plus GST is due on the day c delivery of the Goods or supply of services unless other terms of payment are agreed in writin by Seller. The Buyer shall not be treated as having paid for Goods and/or Services until suc time as cleared funds are received by Seller. All payments that are due to the Seller by th Buyer are to be made without deduction or set-off, whether legal equitable. The Buyer agree to indemnify Seller against all costs and expenses (including legal costs on an indemnit basis) incurred by Seller and/or its agents but reason of the Buyer, including those relating t any enforcement of obligations and recovery of monies due to the Seller or possession c Goods. The Seller may at any time set-off amounts owed by the Seller to the Buyer from an money owing by the Buyer to the Seller. Any error in an invoice supplied to the Buyer by th Seller must be communicated in writing to Seller within 14 days of receiving the invoice Notwithstanding the communication. the dull amount of the invoice shall remain as the amour owed by the Buyer to Seller.
17. Assignment- The Seller has the right to assign to a third party any obligations that it has t the Buyer in relation to the Supply of Goods and/or Services
18. Default- Interest of 7% per annum calculated daily will accrue on any unpaid amounts fo the supply of Goods and/or Services from the date upon which the amount is payable i accordance with these terms until the date upon which the amount and all accrued interest i received as cleared funds by Seller.
19. Rights in relation to Goods- Seller reserves the following rights to the Goods and an materials used in the supply of Services until all amounts owed by the Buyer to Seller are full paid:
(1) ownership and title of Goods;
(2) to enter the Buyer's premise (or the premise of any associated company or agent were th goods are located) without liability for trespass or any resulting damage and retake possessio of the Goods;
(3) to keep or resell any Goods repossessed pursuant to the terms herein; an
(4) if the Goods are resold, or products manufactured using the Goods are sold, by the Buye the Buyer shall hold such part of the proceeds of any such sale as represents the invoice pric od the Goods and/or Services or used in the manufacture of the Goods in a separat identifiable account as the beneficial property of Seller and shall pay such amount to the Selle upon request. Notwithstanding the provisions above, the Seller shall be entitled to maintain a action against the Buyer for any unpaid Goods and/or Services
20.*PPSR & PPSA* - The Buyer consents to the Seller effecting a registration on the PPSR (i any manner the Seller considers appropriate) in relation to any Security Interest arising unde or in connection with the supply of Goods and/or Services and the Buyer agrees to provide a assistance reasonably required by the Seller to facilitate this
21 Storage- The Seller reserves the right to make a reasonable charge to the Buyer for storag of Goods if delivery instructions are not provided by the Buyer or the Buyer fails to collect th Goods within 14 days of a request by the Seller for the same. The parties agree that Seller ma charge for storage from the first day after Seller requests the Buyer to provide deliver instructions or collect the Goods.
22. Returned Goods- The Seller is not under any duty to accept Goods returned by the Buye and will do so only on terms to be agreed in writing in each individual case. If Seller agrees t accept returned Goods from the Buyer; the Buyer must return the Goods to the Seller at th Seller's selected location.
23. Place of contract- This contract of Sale for Goods and/or Services is made in the State o Western Australia and the Buyer agrees to submit all disputes arising between it and Seller t the courts or tribunals of Western Australia
24. Validity- If any provision of these terms and conditions is deemed invalid, void, illegal o unenforceable, the validity, the existence, legality and enforceability of the remaining provision shall not be affected, prejudiced or impaired
25. Used Goods- For any second hand or used Goods sold, except to the extent that Manufacturer's warranty applies in clause 15:
1) all used or second-hand Goods are sold on an "as is where is" basis with all existing or future inadequacies, faults or defect, if any, and whether they are known or unknown.
2) The Seller does not warrant the second hand or used Goods are fit for any purpose or free from any defects and does not warrant the accuracy of any service or repair history, meter or hour readings and to the extent permitted by law the Buyer releases the Seller from all liability arising or connection with any defect's faults or inadequacies in the Goods and any warranty under these terms or at law excluded liability for costs other then what is reasonable or customary to rectify and does not include costs for time or labour, testing, travel or freight or packaging and handling.

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