Galvin Engineering Pty Ltd
410 Victoria Road, Malaga, WA, 6090
P: 1300 514 074 | ABN: 78 008 719 382

Terms and Conditions of Sale

Effective June 2026

1. Application

1.1 These terms and conditions apply to and form part of any order for Products or Services (**Order**) that Galvin Engineering Pty Ltd (**Company**) receives from the Customer.

2. Ordering process

2.1 An Order may be placed by any means made available by the Company, including through the Company's website.

2.2 An Order constitutes an irrevocable offer by the Customer to purchase Products and/or Services from the Company. The Company can accept an Order by notifying the Customer of its acceptance, accepting payment for the Products and/or Services or supplying the Products and/or Services in accordance with the Order. An email acknowledging receipt of an Order does not constitute acceptance of the Order.

2.3 The Company may reject an Order for any reason. If the Company rejects an Order, it will refund any payment received from the Customer in respect of the Order.

3. Scope

3.1 The Company will supply, and the Customer will acquire and pay for, the Products and/or Services in accordance with the Order.

4. Price

4.1 The Prices for the Products and/or Services will be the prices quoted by the Company at the time the Order is submitted. Any shipping costs and transaction fees will be quoted by the Company at the same time. Unless a quote states otherwise, it will be valid for 30 days from the date of the quote. If no Prices have been quoted, then the Prices are the prices on any invoice issued by the Company to the Customer or otherwise agreed in writing between the parties. Quoted prices apply only if the quantity quoted and ordered is released for shipment within 3 months, or longer if mutually agreed to in writing. Otherwise, Galvin Engineering's standard price in effect at the time of release of the Products shall apply to the quantity shipped and the customer shall pay difference in price.

4.2 The Prices are in Australian dollars and include GST unless stated otherwise.

4.3 Any pricing, delivery, installation, configuration or performance assumptions in the quotation are based on information provided by the Customer. The Company is not responsible for any inaccuracies or omissions in that information and reserves the right to revise the quotation, scope, delivery timeframes and costs where such information is found to be incorrect or incomplete.

4.4 Orders may be subject to a Minimum Order Charge, which the Company may vary from time to time.

5. Payment

5.1 Subject to clause 17, the Customer must pay the Price, and any applicable taxes, shipping costs and any transaction fees, in full at the time of submitting an Order. Payment can be made by any method accepted by the Company from time to time

6. Delivery of Products

6.1 Any delivery timeframes given to the Customer are estimates only.

6.2 The Company will endeavour to deliver the Products to the delivery address provided by the Customer within any delivery timeframes given to the Customer.

6.3 The Company may deliver the Products in instalments. Failure to make a delivery of the total Order does not invalidate the contract of sale in relation to the Products delivered.

6.4 Where the Products are to be collected by the Customer, the Company will endeavour to make the Products available for collection at the address and within any timeframes given to the Customer. Collection by the Customer constitutes delivery for the purposes of these terms and conditions.

7. Pallets

7.1 Pallets supplied by the Company may be invoiced to the Customer at the rate set out in the Company's quote. Where exchange or return occurs, a credit will be issued.

8. Risk and Title

8.1 Subject to clause 17, risk of loss or damage to the Products, and title to the Products, passes to the Customer upon delivery.

9. Cancellation and Changes

9.1 The Customer may request to cancel or change an Order prior to the Products and/or Services being delivered. The Company may agree to cancel or change an Order in its discretion. The Company will generally only agree to cancel an Order where the Products are stocked items (and not custom or 'made to order' items) and the Products have not yet been dispatched for delivery.

9.2 If the Company discovers after accepting the Order that it cannot deliver the Products, it may cancel the Order by notice to the Customer and (as the Company's sole liability) will refund any amounts paid by the Customer.

10. Product Returns

10.1 The Customer may request to return a Product after it has been delivered. The Company will accept a Product return where it is required by law to do so, otherwise the Company may agree to accept a Product return in its discretion. The Company will generally only agree to accept a Product return where the Product is a stocked item (and not a custom or 'made to order' item), the Product and packaging is in original condition, no more than 3 months have passed since the Product was delivered, and there is no legal impediment to the Company reselling the Product. Where the Company agrees to accept a Product return, it will refund any amount paid by the Customer for the Product less delivery costs and a restocking fee equal to the greater of $100 and 20% of the Price of the Product. The Customer is responsible for the costs of returning a Product to the Company.

10.2 Except to the extent required by law to accept returns, effective from 1st May 2024, we will no longer accept returns of standard Dezincification-Resistant (DZR) brass products. Please ensure that you review your product selection carefully before purchasing, as all sales of DZR brass products will be final past the date of 1st May 2024.

11. Warranty Claims

11.1 Some Products come with manufacturer warranties. The Customer acknowledges and agrees that these warranties are offered directly by the relevant manufacturer, and not by the Company.

11.2 To the extent permitted by law, the Company exclude all warranties and guarantees (whether express or implied by or arising under statute, common law, equity, trade custom or usage, or otherwise), and make no representations, relating to the Products, including warranties or guarantees of acceptable quality, merchantability and fitness for purpose.

11.3 Refer to our Warranty Policy.

12. Consumer Protection Laws

12.1 The Customer may have rights under applicable consumer protection law with respect to the Order. These terms and conditions do not exclude or limit any guarantee, condition, warranty or any other right or remedy the Customer may have under applicable consumer protection law (**Consumer Guarantee**), to the extent such Consumer Guarantee cannot be excluded, limited or modified at law. Any disclaimer, exclusion or limitation in this agreement applies to the fullest extent permitted by law and subject to any Consumer Guarantee that cannot be excluded, limited or modified at law. Where the Company fails to provide a Product and/or Services in accordance with applicable Consumer Guarantees, then to the extent permitted by law and subject to the Customer's rights under applicable law, the Company's liability will be limited to (at the Company's option) (as applicable) (i) replacing the Products or supplying equivalent products or re-supplying the Services; (ii) repairing the Products; (iii) paying the Customer the cost of replacing the Products or of acquiring equivalent products, or purchasing similar services to the Services ; or (iv) paying the Customer the cost of repairing of the Products.

13. Liability

13.1 In no event will the Company be liable to the Customer or any other person for any lost profits, lost revenue, lost savings, lost production, lost goodwill or reputation, lost or damaged property, or special, indirect, punitive, consequential or incidental damages arising out of or relating to the Products and/or Services, even if the Company has been advised of the possibility of such loss or damage. To the fullest extent permitted by applicable law, any liability of the Company for breach of the Order, or in tort (including negligence) or for any other common law or statutory cause of action which is not excluded by these terms and conditions is limited in the aggregate to the amount paid by the Customer to the Company for the Products and/or Services.

14. Customer Designs

14.1 Where the Products are made to the Customer's design, specification or instructions (Customer Design), the Customer (i) warrants that the manufacture and supply of the Products in accordance with the Customer Design will not infringe any third party's rights (including intellectual property rights); and (ii) indemnifies the Company against liabilities, losses, damages, costs and expenses (including legal expenses on an indemnity basis) made against, or suffered or incurred by, the Company as a result of any claim that the manufacture and supply of the Products in accordance with the Customer Design infringes any third party's rights (including intellectual property rights).

15. Customer Acknowledgement

15.1 Except if and to the extent applicable law requires otherwise, the Customer agrees that it relies on its own knowledge and expertise in selecting the Products and/or Services for any purpose and any advice or assistance given by or on behalf of the Company will be accepted at the Customer's risk and will not be deemed to have been given as expert or adviser nor to have been relied upon and no dealing between the Company and the Customer will be or deemed to be a sale by sample.

16. Other Contract

16.1 If there is another signed contract between Company and the Customer for the supply of the Products and/or Services, these terms and conditions apply to the extent they are not inconsistent with the other contract.

17. Credit Account Customers

17.1 This clause 17 applies only if the Company has approved the Customer's application for a credit account and the Customer purchases Products on credit.

17.2 Nothing in this clause 17 requires the Company to supply Products to the Customer on a credit basis. For clarity, the Company may require the Customer to pay a deposit or the full Price of the Products at the time of the Order. The Company may also withdraw its approval of the Customer's application for a credit account at any time and for any reason, in which case this clause 17 will not apply.

17.3 The Company will invoice the Customer for the Price, and any applicable taxes, shipping costs and transaction fees, on a monthly basis. The Customer will pay each invoice without deduction or set-off within 30 days of receiving it.

17.4 If the Customer fails to pay for the Products in accordance with these Terms and Conditions or becomes insolvent, bankrupt, or goes into liquidation, administration or receivership, the Company may, without notice, repossess the Product and resell them or recover the amount due, or take any other action permitted by law. The Company has the right to enter the Customer's premises, with or without notice, to repossess the Products if required. In addition, any amount owing to the Company which is not paid when due will accrue interest at the rate of 15% per annum from the due date until the Company receives payment in full.

17.5 Legal and equitable title in the Products does not pass to the Customer until the Customer paid in full the Price, and any applicable taxes and shipping costs, for the Products. Until payment in full has been received by the Company, the Customer acknowledges and agrees that (i) the Products once delivered are held by the Customer in a fiduciary capacity as bailee on behalf of Company; (ii) Customer will, if directed by Company, promptly deliver up the Products to the Company and, in the event that the Customer fails to do so, the Customer gives the Company and its agents leave and licence to inspect, search for and remove the Products from the Customer's premises; and (iii) if the Products are sold by Customer, then the proceeds and debts of the Customer arising from the on-sale will be the property of the Company and will be held on a fiduciary basis separately for its account and payable immediately without demand.

17.6 The Customer acknowledges that clause 17.1 creates a security interest in favour of the Company for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA). The Company may register its security interest on the Personal Property Securities Register in accordance with the PPSA. The Customer will do all things reasonably required by the Company to facilitate this registration. The Customer waives to the fullest extent permitted by law any right to receive any statement or notice under the PPSA (including any verification statement).

17.7 The Customer must insure the Products from the time they are delivered until the time title passes to the Customer in accordance with clause 17.5 against theft, loss or damage for their full replacement value.

17.8 The Customer authorises the Company to conduct credit inquiries on the Customer through any trade references provided by the Customer in its application for a credit account, or through a credit reporting agency. The Customer acknowledges that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers and reporting agencies can provide in accordance with the Privacy Act 1988 (Cth).

18. General

18.1 If the Company is prevented from or delayed in performing an obligation by an event beyond its reasonable control and without the fault or negligence of the Company (**Force Majeure**), then the Company's obligation is suspended during the period the Force Majeure continues and any further period that is reasonable in the circumstances.

18.2 A party will not assign its rights under the Order without the other party's prior consent, which will not be unreasonably withheld.

18.3 If any part of these terms or conditions is or becomes illegal, void or unenforceable, this does not invalidate the rest of the terms and conditions.

18.4 These terms and conditions and the Order constitute the entire agreement between Company and the Customer in relation to its subject matter, except to the extent the Company and Customer have entered into a Customer Service Agreement for the connected Services.

18.5 These terms and conditions will be governed by and construed and interpreted in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the Courts of Western Australia. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) is excluded.

18.6 These terms and conditions may be updated by the Company from time to time. The updated terms and conditions will apply to Orders placed by the Customer after it has been notified of the updated terms and conditions.

18.7 No failure or delay by either party in exercising any right, power or privilege to which it is entitled shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise. These terms and conditions and obligations and acknowledgments hereunder may only be waived in writing signed by the relevant party.

19. Connected Systems & Service Agreements

19.1 Connected services may be delivered on a Managed basis (hosted and maintained by the Company or its supplier) or a Customer-Hosted basis (the Software is installed on the Customer's own equipment), as specified in the Order or the applicable Customer Service Agreement. The Customer's and the Company's respective responsibilities under this section apply according to the deployment model that applies.

20. Client Obligations

20.1 The Customer must, at its own cost and expense, provide the Company with all information, access, approvals and assistance reasonably required by the Company to perform its obligations, including:

(a) uninterrupted access to installation sites during regular working hours;

(b) a suitable and uninterrupted power supply during commissioning and installation;

(c) a reliable network, internet connectivity, firewall configuration and any required IT permissions necessary for system setup, commissioning and ongoing operation; and

(d) prompt provision of accurate information, specifications and instructions as reasonably required by the Company.

20.2 The Customer is responsible for obtaining all permits, approvals, ensuring compliance with local regulatory requirements and site inductions required for the installation or commissioning of the Products.

20.3 Any delays, additional labour or additional costs arising from the Customer's failure to comply with this clause may be charged to the Customer at the Company's prevailing rates.

20.4 Any incompatibilities between the Products and any existing Customer infrastructure or equipment that were not identified prior to acceptance of the Order will not be the responsibility of the Company, unless compatibility assessment was expressly included in the scope.

20.5 The Customer must provide and maintain a safe working environment at the site and ensure that the site complies with all applicable work health and safety laws, regulations, codes and site safety requirements.

20.6 Before commencement of the Services, the Customer must:

(a) notify the Company of any known or reasonably foreseeable hazards at the site;

(b) provide all required site inductions, permits, approvals and access requirements necessary for the performance of the Services; and

(c) make available all relevant safety information and policies and procedures.

20.7 The Company and its Personnel must comply with:

(a) all applicable laws; and

(b) the Customer's reasonable site safety requirements, to the extent notified to the Company.

20.8 The Company may suspend, delay or refuse to perform work where it reasonably considers that:

(a) the site;

(b) the working conditions at the site; or

(c) any direction or requirement of the Customer, creates or may create a risk to health, safety or welfare of any person.

20.9 The Company will not be liable for any delay, loss, cost or expense arising from the exercise of its rights under clause 20.8.

21. Software Licence and Digital Products

21.1 Where the Company supplies Digital Products as part of an Order, the Company grants the Customer a non-exclusive, non-transferable, limited licence to use the Digital Products during the applicable Subscription Term, solely for the Customer's internal business purposes and in accordance with these terms and conditions.

21.2 The Customer must not:

(a) copy, modify, adapt, translate, reverse engineer, decompile or disassemble the Digital Products;

(b) sub-licence, rent, lease or otherwise transfer the Digital Products to any third party; or

(c) use the Digital Products in a manner that exceeds the scope of the licence granted in clause 21.1.

21.3 All intellectual property rights in the Digital Products and any deliverables created by the Company in the performance of its obligations remain vested in the Company or its licensors. No title to or ownership of any intellectual property is transferred to the Customer.

22. Subscription Services

22.1 Where an Order includes Subscription Services, the Customer acknowledges that:

(a) ongoing use of any connected or cloud-enabled system is subject to the applicable Subscription Term, subscription fees and licence conditions specified in the Order and any Customer Service Agreement applicable to the End User;

(b) the Subscription Services depend on equipment, infrastructure and access under the Customer's control;

(c) the Company may remotely suspend, restrict, disable or terminate any Subscription Services immediately upon:

(i) non-payment of any subscription fees;

(ii) subject to this clause 22, expiration of the applicable Subscription Term;

(iii) breach of these Terms, the applicable Customer Service Agreement or any supplier licence conditions; or

(iv) where reasonably required by the Company's suppliers, licensor or service providers.

(d) suspension, expiry or non-payment of subscription fees may result in reduced functionality, loss of access to monitoring or data services, or disabling of cloud-dependent features; and

(e) the Company will use reasonable efforts to maintain the availability and uptime of the Subscription Services.

22.2 Subscription fees are in addition to the Price for the Products and are payable in accordance with the payment terms in the relevant subscription agreement or as otherwise agreed in writing.

22.3 Where the Customer is not the End User:

(a) the Customer's purchase of Products or Subscription Services does not authorise the End User to access or use the Subscription Services unless and until the End User enters into the applicable Customer Service Agreement with the Company;

(b) the Company may permit the Customer to have access to the Subscription Services for installation, testing, commissioning and practical completion purposes;

(c) any access granted under clause 22.3(b) is temporary and is limited to the persons, purposes and conditions approved by the Company and permitted by the applicable supplier licence;

(d) the End User's operational use is governed by its Customer Service Agreement and the applicable supplier licence rights;

(e) the Company may suspend, restrict or disable the Customer's operational access to the Subscription Services after practical completion or handover until the End User enters into the applicable Customer Service Agreement; and

(f) the Customer is responsible for any use of the connected system by an End User before the applicable Customer Service Agreement is executed and must indemnify the Company against any claim arising from such unauthorised use.

22.4 Where an Order includes Subscription Services and the Customer is not the End User, the Customer must provide the Company with the End User's legal name and nominated contact details as soon as reasonably available and must reasonably cooperate with the Company in facilitating contact with the End User for the purposes of offering and administering the Subscription Services.

22.5 Where the Customer is not the End User, upon execution of a Customer Service Agreement by the End User and the Company:

(a) the Subscription Services, service period and renewals of the connected system will thereafter be governed by that Customer Service Agreement;

(b) the original Order will continue to apply only in relation to the purchase, supply and installation of the Products and any initial Subscription Services expressly included in that Order;

(c) renewal and extension orders for Subscription Services must be placed by the End User, which will be treated as the customer for those orders.

22.6 The Order must identify the Subscription Services, inclusions, fees and service period, including the Subscription Term.

22.7 The Company is not liable for any loss of data, loss of access, loss of functionality, interruption or any consequential loss arising from the suspension or termination of Subscription Services that occurs in accordance with these Terms, the applicable Customer Service Agreement or applicable supplier licence requirements.

22.8 Where the End User and the Company enter into Customer Service Agreement for the connected services, the Customer Service Agreement will prevail over this section to the extent of any inconsistency concerning the End User's access to and use of the Subscription Services. The Customer's obligations relating to the Order remain unaffected.

23. Interpretation

23.1 In these terms and conditions (i) clause headings are inserted for convenience only and do not affect interpretation; and, unless the context indicates otherwise (ii) to the extent of any inconsistency between these clauses and the details in the Order, these clauses prevail; (iii) "includes" in any form is not a word of limitation; and (iv) Price is in Australian currency and an obligation to pay money is an obligation to pay in Australian dollars.

23.2 The following terms are defined:

Customer means the entity that has placed an Order to purchase Products and/or services from the Company.

End User means the entity that will operate or use the connected system or Software, whether or not it is the Customer.

Customer Service Agreement means the separate agreement between the Company and the End User governing use of the connected system or Software and the applicable ongoing services.

Personnel mean the Company's employees, officers and directors.

Price means the price payable by the Customer for the Products and/or services.

Products means the products specified in the Order.

Digital Products means any Software or Subscription Services supplied by the Company.

Software means any software, firmware, application or embedded digital technology supplied by the Company as part of, or in connection with, the Products.

Subscription Services means the cloud monitoring, remote access, data analytics, software updates, technical support or other ongoing connected-system services specified in an Order for an agreed service period, whether paid in advance or on a recurring basis.

Subscription Term means the agreed period during which Subscription Services are provided pursuant to a current subscription.

Services means any installation, commissioning, configuration, support or Subscription Services supplied by the Company in connection with an Order.

24. Cybersecurity and User Access

24.1 The Customer is responsible for:

(a) maintaining the confidentiality of all user credentials and access codes provided to it or its authorised users for use with the Products, Software or Digital Products;

(b) managing and controlling access by its authorised users of including promptly revoking access for users who no longer require it; and

(c) ensuring its internal IT security arrangements are adequate to prevent unauthorised access.

24.2 The Company is not responsible for any loss, liability, damage, costs or expenses arising from compromised credentials, unauthorised access or any failure of the Customer's internal IT security arrangements.

24.3 The Customer must promptly notify the Company of any suspected or actual unauthorised access to the system, Software or Digital Products.

25. Data and Privacy

25.1 The Company will handle any personal information it collects or processes in connection with the Products, Software or Subscription Services in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and the Company's Privacy Policy.

25.2 For Managed services, Customer data that the Company holds are hosted within Australia unless otherwise agreed in writing. For Customer-Hosted services, Customer data resides on the Customer's own equipment and data residency is the Customer's responsibility.

25.3 The Company will maintain reasonable technical and organisational security measures appropriate to the nature of the data and the harm that might result from unauthorised access, loss or disclosure, to protect Customer data it holds against unauthorised access, loss or disclosure.

25.4 If the Company becomes aware of an eligible data breach (within the meaning of the Notifiable Data Breaches scheme under the Privacy Act 1988 (Cth)) affecting Customer data it holds, it will notify the Customer without undue delay and cooperate with the Customer in meeting any notification obligations.

25.5 On termination or expiry, the Company will, at the Customer's written request, return or delete Customer data it holds within a reasonable period, except to the extent retention is required by law.

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26. Intellectual Property

26.1 All intellectual property rights in the Products (including any embedded software, firmware or technology), Software, Digital Products and any materials created or provided by the Company in connection with an Order remain vested in the Company or its licensors.

26.2 Nothing in these terms and conditions transfers any intellectual property rights to the Customer. The Customer acquires only the rights expressly granted in these terms and conditions or in the relevant Order.

26.3 The Customer must not remove, reproduce, adapt, modify, decompile, reverse engineer, obscure, alter or create any derivative works from the Products, Software, Digital Products or their trademark or branding.

27. Completion and Acceptance

27.1 Unless otherwise stated in the Order, installation and commissioning will be deemed complete upon:

(a) functional demonstration of the features specified in the Order; or

(b) the system being made available for use by the Customer, whichever occurs first.

27.2 Any further site visits, modifications, additional configuration or recommissioning requested by the Customer after completion will incur additional charges at the Company's prevailing labour, travel and material rates.

27.3 Commissioning is limited to the functionalities detailed in the Order. Training on system operation is not included unless expressly specified in the Order.

28. Project Suspension

28.1 The Company may suspend performance of works immediately upon written notice to the Customer if:

(a) the Customer requests a suspension;

(b) the Customer fails to provide access, information, approvals, power, network connectivity or other required site conditions; or

(c) the Customer fails to make any payment when due.

28.2 Where the Company suspends performance under clause 27.1, the Company is entitled to:

(a) an extension of time equal to the period of suspension plus any further reasonable period; and

(b) reimbursement of all costs and expenses resulting from the suspension, including storage, demobilisation, remobilisation, labour inefficiencies and supplier charges.

28.3 If a suspension continues for more than 30 days, the Company may revise the price and programme to reflect prevailing costs and lead times at that time.

29. Charge Out Fees

29.1 Any site works, return visits, fault investigations or support attendance that are not due to a defect in the Products, Software or Digital Products supplied or commissioned by the Company will be charged to the Customer at the Company's prevailing labour, travel and material rates at the time of the attendance.