



FOOD MACHINERY AUSTRALASIA



Terms and Conditions



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Conditions of Sale

1. Buyer to arrange for an LC agreement with agreed payment conditions of seller.
2. Signed copy between the Buyer and Seller of our Standard terms and conditions of sale, named "Food Machinery Australasia Limited Standard terms and conditions of sale".
3. All goods remain the property of Food Machinery Australasia Limited until the full amount of the agreed payment has been paid to the seller.
4. The Quotation given, is valid for 14 days from date listed on the Quotation and if accepted after 30 Days, pricing maybe subject to change.
5. Any items not listed in the quotation given are not included in the quotation.
6. Seller reserves the right to charge standard bank interest on any overdue accounts.
7. Seller reserves the right to charge for any losses caused by delays out of the control of the seller during installation and commissioning.

Our Services

On the FMA Ltd website, FMA Ltd shall make certain information available for the purposes of accessing or downloading. FMA Ltd accepts no responsibility for the topicality, correctness, completeness or quality of the information provided.

Liability claims against FMA Ltd which refer to material or idealistic damage caused by the use or non-use of the information offered or use of inaccurate and incomplete information shall always be excluded in so as far as FMA Ltd cannot be proven to have acted intentionally or with gross negligence.

All products and services on the FMA Ltd website are subject to change and are without obligation. FMA Ltd retains the right to alter, expand or delete parts of the site or the entire FMA website. Without any extra notification or top stop publication temporarily or completely. Due to the nature of the internet. FMA accepts no liability for the uninterrupted available of the FMA website



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Confidential Matters

1. All communication, information and other material supplied from Food Machinery Australasia Limited to the recipient which is either marked confidential, or is by the nature intended to be confidential which is made available to the recipient shall be kept as confidential unless Food Machinery Australasia Limited agrees that it is in the public domain, this obligation shall cease, in case of uncertainty the recipient shall treat all information and material as confidential until clearance is obtained from Food Machinery Australasia Limited.
2. In the event that the recipient engages a third party to complete work on the project, the recipient shall take all reasonable steps to minimize the risk of disclosure of confidential information and material by ensuring that only those duties require and they shall be instructed to treat the same as confidential. Proper and Secure storage shall be provided for pages, drawings and other confidential content/materials.
3. The recipient shall keep confidential all information developed by Food Machinery Australasia Limited and substance of any document or report, recommendations or advice which Food Machinery Australasia Limited has given to the recipient in relation to project.
4. The obligation of confidence shall survive the expiration of termination of the project.

Duties Of the User

Users making use of the Food Machinery Australasia Ltd, shall not:

- Harm any persons or infringe their personal rights;
- Offend against morality with his or her conduct;
- Breach industrial property rights and copyright, or other rights of ownership;
- Transmit contents containing viruses, Trojan horses or other programmed elements capable of malicious acts;
- Enter, store or send hyperlinks or contents for which the user has no authorization in particular when these hyperlinks or contents breach confidentiality obligations or are contrary to the law;
- Distribute advertising material or unsolicited e-mails (otherwise known as "Spam") or unfounded warnings against viruses, malfunctions and the like, or participation in gaming, snowball systems, chain letters or pyramid schemes, or solicit similar campaigns.

Food Machinery Australasia Ltd is entitled at any time to bar access to the FMA Ltd website without any prior notice, particularly if the user is breaching his or her obligations in relation to these provisions.



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Intellectual and Other Property

All information and material subject to copyright relating projects shall be and remain sole property of Food Machinery Australasia Limited, and the recipient acknowledges that the copyright is all written, drawn, printed, photographed, viral video matter arising out of a recipients engagement of a project shall belong to and remain vested property of Food Machinery Australasia Limited.

Any intellectual property rights, including copyright, and ownership of software developed within the Food Machinery Australasia Limited website remain sole property of Food Machinery Australasia Limited. The right to further develop and/or sell any software which maybe developed as a result of the Food Machinery Australasia Limited website remains sole property of Food Machinery Australasia Limited.

References and Links

The Food Machinery Australasia Limited website may contain hyperlinks to external web pages belonging to third parties. FMA Ltd neither accepts any responsibility for the contents of these web pages nor does FMA Ltd adopt these pages and their contents as its own, since FMA Ltd does not have any control over the linked information and bears no responsibility for the content and information contained within. This information is thus utilized entirely at the user's own risk.

Limitation and Exclusion of Liability

In no event will Food Machinery Australasia Ltd will be liable for any lost profits, loss of use, or any incidental, consequential or special damages. Or Food Machinery Australasia's Liability exceed the price of the product giving rise to the claim, whether in contract, tort or otherwise.

As all information is public domain on the Food Machinery Australasia Ltd, any liability in respect of warranty of title and quality of information, in regards to correctness, freedom of defect, freedom from third party industrial property rights and copyrights, completeness and/or practicability – except in the case of intent or malice – shall be expected.

Although our webmaster team at Food Machinery Australasia Ltd endeavour at all times to keep this website free of viruses and malicious software, Food Machinery Australasia Ltd issues no guarantee as to its freedom from such viruses. Before downloading any information, the user shall ensure, for his or her own protection to prevent virus infection on this website, that the appropriate security software is in place.