



Standard Terms

Beem Group Pty Ltd.

ACN 666 555 540

1. A contract (the "Contract") is formed between the Customer and Beem Group upon these Terms including those in a Quote when the Customer has accepted a Quote, and their Deposit has cleared in Beem Group's Account.
2. The Customer acknowledges that the Goods will be shipped by sea from overseas and any delivery times wherever and however expressed are estimates and production and delivery delays can and do occur.
3. Upon receipt Beem Group shall carry out necessary pre-delivery work on the Goods.
4. Goods may not be collected until they are paid in full to Beem Group's Account. Payment to any account other than Beem Group's Account will not discharge the Customer's debt. No statement of an account number different to Beem Group's Account on any invoice is valid unless confirmed by telephone by an Beem Group employee.
5. If the Customer fails to accept delivery of the Goods, then Beem Group may store them and charge the Customer a daily storage fee being 0.5% of the Sale Price for each day of storage after attempted delivery. In such a case the Customer shall pay the storage fee and collect the Goods within 30 days failing which Beem Group may sell them, deduct the storage fees and costs of sale, and pay the balance to the Customer.
6. Storage fees payable under clause 5 shall be a debt due to Beem Group payable on demand.
7. If Goods do not match the Goods in the Contract the Customer shall notify Beem Group within 48 hours of receipt and SHALL NOT USE THEM. If the goods have not been used, Beem Group will collect them and arrange for the delivery of correct Goods to the Customer as soon as replacements can be obtained.
8. Title to the Goods will only pass to the Customer when the Sale Price is paid in full.
9. Risk in the Goods passes to the Customer upon the Goods being loaded or delivered by Beem Group to a carrier consigned to the Customer.
10. If an order for Goods it was accepted in good faith and it subsequently becomes known that supply is not available, Beem Group may cancel it and will refund the Deposit.
11. If the Customer cancels an order for Goods, the Customer shall pay liquidated damages equal to 10% of the Sale Price.
12. The Goods are covered by a return to Base or Parts Only Warranty, valid for the duration specified in the Beem Group – Product Warranty Statement <https://beemgroup.com.au/> based on whichever occurs first, time or operational hours.
13. Beem Group will accept warranty claims for the repair or replacement of any Good or part of the Goods where the alleged defect arises due to faulty workmanship or defect in the materials only. Without limiting the previous sentence, the warranty does not cover Loss due to abuse, neglect or operator error, water ingress or fading or ageing of materials.
14. Beem Group shall have the right to inspect the Goods to verify the Customer's claim under the warranty and determine, in its own discretion, the cause of the defect or failure.
15. Warranty work will be done subject to availability of parts (which may need to be freighted by sea), labour and within ordinary business hours.
16. If Beem Group determines that an alleged defect is not subject to warranty (even if a warranty claim for that defect was previously accepted) the Customer shall pay for any call out, travelling time, mileage, parts, and labour in full.
17. Beem Group is not liable for personal injury howsoever occasioned and arising out of the use of the Goods.
18. Beem Group's liability for any Loss arising out of or connected with use of the Goods or delay in or inability to supply the Goods or the delivery of the wrong goods is agreed to be specifically excluded, even if the Customer has told Beem Group that the Loss which may be suffered.
19. To the extent liability for Loss cannot be excluded under any law, Beem Group's liability under contract, negligence or the Australian Consumer Law is limited to an amount equivalent to the cost of repair of the Goods, resupply of the Goods, the supply of equivalent goods or supply of equivalent goods by a third party, whichever is the lesser. Beem Group is not liable for any consequential Loss of any type.
20. The content (of any type) contained in catalogues, price lists and other advertising material does not form part of the Contract.
21. Beem Group makes no warranty or representation to the Customer regarding whether the Goods purchased by the Customer are fit for the purpose for which the Customer proposes to use them.
22. The parties acknowledge that the amounts set out in this Agreement are exclusive of GST and that GST will be added to any supply under this Agreement.
23. Goods should not be used without first taking a safety & training course.
24. Beem Group does not warrant that Goods will meet the specifications required for operation on any specific site.
25. Beem Group specifically does not and has not recommended the Goods for any particular application.
26. The obligations of Beem Group to perform any Contract will be suspended for the duration of any delay caused by circumstances outside the reasonable control of Beem Group, including without limitation war, fire, acts of God, pandemic, or labour dispute.
27. If any provision of these Terms is declared void or if effective, would make these Terms or any part of them void or unenforceable, that provision shall have no effect and be severed from these Terms to the extent necessary to avoid that consequence and the balance of these Terms shall remain valid.
28. These Terms and those in any Quote contain the entire agreement between the Customer and Beem Group about the provision of the Goods. There are no contractual terms between the parties due to

- precontractual representation or collateral contract.
29. The Customer may not offset any amount Beem Group owes or is alleged to owe them against any amount they owe to Beem Group.
30. The Contract shall be governed by the laws of Western Australia and the parties agree to submit to the exclusive jurisdiction of the courts of Western Australia and any court to which an appeal from a court of Western Australia lies.
31. If the Customer commences any proceedings in respect of the Goods in any court or tribunal not in Western Australia the parties agree that those proceedings shall be permanently stayed and the Customer shall pay Beem Group's costs of those proceedings on a full indemnity basis which costs shall be a debt due and owing and payable on demand.
32. Unless the contrary intention appears:
- the singular includes the plural and vice versa;
 - a reference to a person includes a reference to the person's legal personal representatives and assigns;
 - an agreement, representation, or warranty on the part of or in favour of two (2) or more persons binds or is for the benefit of them jointly and severally;
 - a reference to a thing includes a reference to the whole of it and each part of it;
 - if a period of time is specified and commences from a given day or the day of an act or event, it is to be calculated exclusive of that day;
 - a reference to time shall mean Western Standard Time.
33. 33. The following words have the following meanings:
- "Account"** - means Account BSB 000000 No 00000000
- "Base"** - means the Beem Group warehouse or workshop.
- "Customer"** - means any Person to whom Beem Group provides goods and/or services.
- "Day"** - means the period of time commencing at midnight and ending 24 hours later.
- "Deposit"** - Means any amount named as such in a Quote or Order Form.
- "Beem Group"** - Beem Group WA Pty Ltd [ACN 630 186 131]
- "Goods"** - means the parts and components that the Customer wishes to purchase from Beem Group.
- "Loss"** - means any delay, loss, liability, damage, expense, or cost, and includes, without limitation, direct or consequential loss or damage.
- "Person"** - includes any type of legal entity.
- "Quote"** - Means a quotation for the Supply of Goods
- "Sale Price"** - means the price for the supply of Goods agreed under a Contract.
- "Terms"** - means these terms and conditions of sale.