

MINEQUIP INDUSTRIAL

MINEQUIP INDUSTRIAL Terms & Conditions of Sale

Operated by Silveri Engineering & Trading Pty Ltd
Effective Date: 10 August 2026

These Terms and Conditions apply to products and services supplied through MINEQUIP INDUSTRIAL, a business operated by Silveri Engineering & Trading Pty Ltd (“Silveri Engineering”, “MINEQUIP”, “we”, “us” or “our”).

By requesting a quotation, placing an order, purchasing products, opening a trade account or otherwise conducting business with MINEQUIP INDUSTRIAL, the customer (“Customer”, “you” or “your”) agrees to these Terms and Conditions.

1. Quotations

Unless otherwise stated in writing, quotations are valid for 30 days from the date of issue.

Prices quoted are based on the quantities, specifications, exchange rates, freight arrangements and other commercial conditions applicable at the date of quotation.

We reserve the right to revise a quotation where there has been a material change in supplier pricing, exchange rates, freight charges, duties, taxes, specifications or other costs beyond our reasonable control before an order is accepted.

A quotation does not constitute an obligation to supply until an order has been accepted by MINEQUIP INDUSTRIAL.

2. Orders

Orders may be placed through our website, by purchase order, email or other method approved by us.

An order is subject to acceptance by MINEQUIP INDUSTRIAL.

Customers are responsible for confirming that all information supplied on their purchase order is correct, including:

product and part numbers;
descriptions and specifications;
quantities;
pricing;
delivery address;
billing information; and
any specific technical or delivery requirements.

Once an order has been accepted, cancellation or amendment may be subject to our approval and may incur reasonable costs already committed or incurred.

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Specially manufactured, modified, imported or non-stock products may not be cancellable or returnable once ordered from the manufacturer or supplier.

3. Pricing

Unless otherwise stated, all prices are expressed in Australian Dollars (AUD).

Prices may be quoted exclusive of GST. Where GST applies, it will be added at the applicable statutory rate.

Freight, insurance, duties, customs charges, international taxes and other delivery-related costs are additional unless specifically stated as included.

Website pricing may change without notice.

Where an obvious pricing, typographical or technical error occurs, we reserve the right to correct the error before accepting or fulfilling an order.

4. Payment

Unless a Customer has an approved trading account, payment is required in accordance with the terms specified on the quotation, invoice or website checkout.

Approved trade accounts are subject to the credit terms agreed with Silveri Engineering & Trading Pty Ltd.

Our standard approved account terms may be 30 days End of Month, unless otherwise agreed in writing.

We reserve the right to suspend further supply where an account is overdue.

Customers are responsible for reasonable costs incurred by us in recovering overdue amounts, to the extent permitted by law.

5. Credit Accounts

Credit facilities are granted at our discretion and may be reviewed, reduced, suspended or withdrawn.

We may request trade references, company information or other information reasonably necessary to assess a credit application.

Granting credit on one transaction does not create an obligation to provide credit on future transactions.

6. Product Information

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MINEQUIP INDUSTRIAL supplies industrial, mining, lubrication, fluid-transfer and related equipment and components.

We take reasonable care to ensure that product descriptions, specifications, photographs, technical information and compatibility information are accurate.

However, manufacturers may modify products, materials, specifications or designs without notice.

Images displayed on our website are generally representative and may differ slightly from the product supplied.

Dimensions, capacities, pressures, flow rates and other technical information should be verified before ordering where they are critical to the Customer's application.

7. Product Selection and Technical Suitability

Customers are responsible for ensuring that products are suitable for their intended application, equipment and operating environment.

Where MINEQUIP INDUSTRIAL provides technical recommendations, those recommendations are based on information supplied by the Customer and information reasonably available to us.

The Customer must advise us of relevant operating conditions, including where applicable:

- equipment type and model;
- fluid or lubricant type;
- operating pressure;
- required flow rate;
- temperature;
- environmental conditions;
- connection sizes and thread types; and
- any applicable safety, engineering or regulatory requirements.

Incorrect or incomplete information may result in an unsuitable product being selected.

Technical recommendations do not replace an engineering assessment where one is required for a particular installation.

8. Installation

Products must be installed, commissioned, operated and maintained by suitably qualified or competent personnel and in accordance with applicable manufacturer instructions, technical documentation and safety requirements.

MINEQUIP INDUSTRIAL accepts no responsibility for damage resulting from incorrect installation, unauthorised modification, misuse, improper maintenance or operation outside

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the manufacturer's specified parameters, except to the extent that liability cannot lawfully be excluded.

9. Availability and Backorders

Products advertised on our website may be available from stock, manufacturer stock or by special order.

Stock availability can change without notice.

Where an item is unavailable, we may:

- place the product on backorder;
- provide an estimated delivery date;
- offer an appropriate alternative product; or
- provide another remedy where required by law.

Estimated availability dates are not guaranteed delivery dates.

10. Delivery and Freight

Products may be dispatched from our Melbourne warehouse or, where appropriate, directly from a manufacturer or supplier.

Freight and delivery charges are payable by the Customer unless otherwise agreed.

Delivery times provided by us are estimates only and may be affected by freight carriers, customs clearance, supplier delays, weather, industrial action and other circumstances outside our reasonable control.

We will take reasonable steps to assist Customers with freight enquiries and delivery issues.

11. Inspection of Goods

Customers should inspect goods promptly following delivery.

Any apparent shortage, incorrect product or transit damage should be reported to MINEQUIP INDUSTRIAL as soon as reasonably possible, together with relevant photographs, packaging information and delivery documentation where appropriate.

Customers should retain damaged packaging until the freight claim has been assessed.

Nothing in this clause limits rights available under the Australian Consumer Law.

12. Returns

Products must not be returned without prior approval from MINEQUIP INDUSTRIAL.

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Where a return is approved for change-of-mind or commercial reasons rather than because of a legal entitlement, products must generally be:

- unused;
- undamaged;
- complete;
- in saleable condition; and
- returned in their original packaging where reasonably possible.

Freight costs and reasonable restocking charges may apply to commercially approved returns.

Special-order, custom-manufactured, modified or specifically imported products may not be returnable unless defective or otherwise required by law.

13. Warranty

Products supplied by MINEQUIP INDUSTRIAL may be covered by the applicable manufacturer's warranty.

Warranty periods and conditions vary between manufacturers and product categories.

Warranty does not ordinarily cover damage caused by:

- incorrect installation;
- misuse or abuse;
- contamination;
- accident or impact;
- normal wear and tear;
- inadequate maintenance;
- unauthorised modification;
- incorrect fluid or lubricant;
- operation outside specified pressure, temperature or environmental limits; or
- failure to follow manufacturer instructions.

Where a product is alleged to be defective, we may require the product to be returned for inspection and assessment.

Manufacturer warranty conditions operate in addition to any rights that cannot be excluded under Australian law.

14. Australian Consumer Law

Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, warranty, condition, right or remedy that cannot lawfully be excluded under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law.

Where the Australian Consumer Law applies, Customers may have rights and remedies in addition to any manufacturer's warranty.

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15. Limitation of Liability

To the maximum extent permitted by law, MINEQUIP INDUSTRIAL and Silveri Engineering & Trading Pty Ltd will not be liable for indirect, consequential or special loss arising from the use, installation or failure of a product, including loss of production, loss of revenue or business interruption, except where such liability cannot lawfully be excluded or limited.

Nothing in these Terms and Conditions is intended to exclude or limit liability where doing so would contravene applicable law.

16. Safety-Critical Applications

Mining and industrial equipment may operate under high pressures, temperatures, loads and other potentially hazardous conditions.

Customers must ensure that products are correctly selected, installed, inspected and maintained for their application.

Pressure ratings, compatibility, installation requirements and manufacturer instructions must not be exceeded or disregarded.

Where an application is safety-critical, the Customer should obtain appropriate engineering verification before commissioning the equipment.

17. Intellectual Property

All MINEQUIP INDUSTRIAL website content, including original text, graphics, product presentations, technical drawings, photographs, logos and marketing materials, remains the property of Silveri Engineering & Trading Pty Ltd or the respective intellectual property owner.

Manufacturer names, trademarks, product names and logos remain the property of their respective owners.

Content may not be reproduced, modified, distributed or commercially used without permission from the relevant rights holder.

18. Website Use

Users must not intentionally interfere with the operation or security of the MINEQUIP website or attempt to obtain unauthorised access to website systems, customer accounts or information.

Product information contained on the website is provided for general commercial and technical information and should not automatically be regarded as engineering advice for a particular application.

19. Customer Accounts

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Customers are responsible for maintaining the confidentiality of their website login credentials.

Any suspected unauthorised access should be reported to MINEQUIP INDUSTRIAL promptly.

We reserve the right to suspend or terminate an online account where we reasonably believe it is being misused or presents a security risk.

20. Privacy

Personal information collected through MINEQUIP INDUSTRIAL is handled in accordance with our Privacy Policy and applicable Australian privacy legislation.

Our Privacy Policy should be read together with these Terms and Conditions.

21. Force Majeure

We will not be responsible for delays or failure to supply caused by circumstances beyond our reasonable control.

These circumstances may include natural disasters, fire, flood, war, civil disturbance, industrial action, transport interruption, government restrictions, import or export restrictions, supplier failure, port congestion, cyber incidents or significant disruptions to international supply chains.

22. Retention of Title

To the extent permitted by law, ownership of goods supplied remains with Silveri Engineering & Trading Pty Ltd until all amounts owing in respect of those goods have been paid in full.

Risk in the goods may pass to the Customer upon delivery in accordance with the agreed delivery arrangements.

Where applicable, Silveri Engineering & Trading Pty Ltd may exercise rights available under the Personal Property Securities Act 2009 (Cth).

23. Governing Law

These Terms and Conditions are governed by the laws of Victoria, Australia.

The parties submit to the jurisdiction of the courts and tribunals of Victoria and any courts having jurisdiction to hear appeals from them.

24. Changes to These Terms

MINEQUIP INDUSTRIAL may amend these Terms and Conditions periodically.

The version applying to an accepted order will generally be the version in effect when that order was accepted, unless otherwise required by law or agreed between the parties.

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The current version will be available on the MINEQUIP INDUSTRIAL website.

25. Contact Details

MINEQUIP INDUSTRIAL

Operated by Silveri Engineering & Trading Pty Ltd
Melbourne, Victoria, Australia

Sales: sales@silverieng.com

Telephone: 1300 766 413

International: +61 3 9427 2117

Website: MINEQUIP INDUSTRIALMINEQUIP INDUSTRIAL