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| ABN 84000053921 |  |

**NEW CREDIT ACCOUNT APPLICATION FORM**

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| --- | --- | --- | --- |
| **Full Name Of Applicant:** | Click here to enter text. | **Applicant A.B.N:** |  |
| Applicant Trading Name: |  | Date Commenced: |  |
| Email address: |  | Nature of Business: |  |
| Internet address: |  | Phone: | Fax: |
| Postal Address: |  | | |
| Delivery address 1: |  | | |
| Delivery address 2: |  | | |

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| --- | --- | --- | --- |
| **KEY PERSONNEL** | | | |
| **General Manager:** |  | Phone: |  |
| Email Address: |  | Fax: |  |
| **Purchasing Manager:** |  | Phone: |  |
| Email Address: |  | Fax: |  |

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| --- | --- | --- | --- | --- | --- | --- |
| **FOR PTY LTD OR LTD COMPANY ONLY** | | | | | | |
| Address of Registered Office: | |  | | | | |
| Authorised Capital: | |  | | Paid Up Capital: |  | |
| Is a Trust Involved: | | Yes | No | Are the premises; | Owned | Leased |
| Is the Applicant a Subsidiary/Associate of another company? | | | | | Yes | No |
| If yes, name of Company: |  | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **FULL DETAILS OF DIRECTORS/PARTNERSHIP/SOLE TRADER** | | | |
| **Name**: |  | Email: |  |
| Address: |  | Phone: |  |
| **Name**: |  | Email: |  |
| Address: |  | Phone: |  |
| **Name**: |  | Email: |  |
| Address: |  | Phone: |  |
| **Name**: |  | Email: |  |
| Address: |  | Phone: |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TRADE REFERENCE AUTHORISATIONS GRANTED (please provide 4 Trade References)** | | | | |
| 1 | **Name and Suburb:** |  | Phone: |  |
|  | Email Address: |  | Fax: |  |
| 2 | **Name and Suburb:** |  | Phone: |  |
|  | Email Address: |  | Fax: |  |
| 3 | **Name and Suburb:** |  | Phone: |  |
|  | Email Address: |  | Fax: |  |
| 4 | **Name and Suburb:** |  | Phone: |  |
|  | Email Address: |  | Fax: |  |

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| |  |  |  |  | | --- | --- | --- | --- | | **DELIVERY/FREIGHT** | | **Use Ours  or Yours** | | | ***Email Address For Our Despatch Advice :*** | | | | | ***Your Freight Company Details:*** | | | | | **Company Name:** |  | **Account No:** |  |  |  |  |  |  | | --- | --- | --- | --- | | **ACCOUNTS PAYABLE CONTACT** | | | | | **Accounts Payable:** |  | Phone: |  | | Email Address: |  | Fax |  | | Statement Delivery: | Method via - Post  / Email | Email |  |  |  |  |  |  | | --- | --- | --- | --- | | **BANKING DETAILS** | | | | | Name of Bank: |  | **Branch:** |  | | Address: |  | **BSB No:** |  | | Contact: |  | **Account No:** |  | | Phone: |  | Fax: |  | | |
|  | |

**GENERAL CREDIT TERM & CONDITIONS OF SALE – are attached on page three (3) of this application and also available at** [**http://master-instruments.com.au/page/terms\_\_conditions.html**](http://master-instruments.com.au/page/terms__conditions.html)

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| --- | --- | --- | --- |
| **I/We agree to be bound by the General Credit Terms set out overleaf and warrant that the information given by me/us in this application is true accurate. I also confirm I am able to act in the capacity for the said company and sign this form for the credit account request.** | | | |
| **Name & Position:** |  | **Witness Name:** |  |
| **Signature:** |  | **Witness Signature:** |  |
|  | *(signed for and on behalf of the customer)* | **Date:** |  |

|  |  |
| --- | --- |
| **Name of your contact at Master Instruments Pty Ltd (If Known)** |  |

**N.B: INITIAL ORDER MINIMUM IS $200.00 AND THEREAFTER MINIMUM ORDER VALUE IS AU$50.00 BEFORE GST, DELIVERY AND FREIGHT.**

**Please return via emailing this form back to** [**accounts@master-instruments.com.au**](mailto:accounts@master-instruments.com.au) **or via fax to +61 2 9519 4604**

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| --- | --- | --- |
| **OFFICE USE ONLY** |  | **DATE** |
| Internal Reference Contact |  |  |
| Reference Checked |  |  |
| Approved |  |  |
| Credit Amount |  |  |
| Trading Terms |  |  |
| Sales Advised |  |  |
| Customer Advised (L) |  |  |
| Customer Advised (P) |  |  |

**MASTER INSTRUMENTS TERMS AND CONDITIONS**

**1. DEFINITIONS**

1.1 "Seller" shall mean Master Instruments Pty. Ltd. and its successors and assigns.

1.2 "Buyer" shall mean the buyer or any person acting on behalf of and with the authority of the Buyer.

1.3. “Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer on a principal

debtor basis. "Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include

any supply of services as hereinafter defined).

1.4. Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or   
 recommendations (and where the context so permits shall include any supply of Goods as defined above)

1.5. “Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 off this contract.

**2. ACCEPTANCE**

2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods

supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

2.2. Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all   
 payments of the price. Upon acceptance of these terms and conditions by the Buyer the terms and conditions are   
 irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of   
 the manager of the Seller.

2.3. None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or  
 agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised   
 statements.

2.4. The Buyer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed   
 change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in   
 the Buyer's address, facsimile number, or business practice).

**3. GOODS**

3.1. The Goods are as described on the invoices, quotation, work authorisation or any other work commencement   
 forms as provided by the Seller to the Buyer.

3.2. The minimum order value and the minimum order quantity per line item that Seller will accept are indicated in   
 Seller's price lists or schedules as current from time to time.

3.3. Where quantities are ordered which constitute broken pack sizes, those quantities may be increased to the closest   
 or next highest unbroken pack size.

**4. PRICE AND PAYMENT**

4.1. Seller reserves the right to alter prices without notice.

4.2. At the Seller's sole discretion the Price shall be either;

4.2.1. as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or

4.2.2. The Seller's current Price, at the date of delivery of the Goods ,according to the Seller's current Price list;or

4.2.3. The Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Buyer   
 shall accept in writing the Seller's quotation within thirty (30) days.

4.3. The Seller may, by giving notice to the Buyer at any time up to seven (7) days before delivery, increase   
 the Price of the Goods to reflect any increase in the cost to the Seller beyond the reasonable control of   
 the Seller.(including, without limitation, foreign exchange fluctuations, taxes and duties, provisions of   
 any Acts,By-law, Order or Regulation of any parliament, municipality or local authority enacted after the   
 date of contract between the Buyer and Seller and the cost of labour, materials and other manufacturing costs).

4.4. At the Seller's sole discretion a deposit may be required. The deposit amount or percentage of the Pricewill be   
 stipulated at the time of the order of the Goods and shall become immediately due and payable.

4.5. Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other   
 order forms. If no time is stated then payment shall be due thirty (30) days following the date of the invoice.

4.6. At the Seller's sole discretion, payment for approved Buyers shall be made by instalments in accordance   
 with the Seller's delivery/payment schedule.

4.7. Payment will be made by cash on delivery, or by cheque, or by credit card, or by direct credit, or by any   
 other method as agreed to between the Buyer and Seller.

4.8. The Price shall be increased by the amount of any GST and other taxes and duties which may be   
 applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

**5. DELIVERY OF GOODS / SERVICES**

5.1. Goods offered ex-stock by Seller are subject to prior sale.

5.2. All quoted delivery or consignment dates are estimates only, given without engagement.

5.3. Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to   
 take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the   
 Buyer at the Seller's address.

5.4. Delivery of the Goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion   
 of the Seller for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.

5.5. The costs of carriage and any insurance which the Buyer reasonably directs the Seller to incur shall be   
 reimbursed by the Buyer (without any set-off or other withholding whatever) and shall be due on the date   
 for payment of the Price. The carrier shall be deemed to be the Buyer's agent.

5.6. The Seller may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each   
 separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.

5.7. Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for   
 the purposes of this agreement.

5.8. The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

5.9. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the   
 Goods (or any of them) promptly or at all.

**6. TITLE**

6.1. Title of property in the Goods sold will only pass to the Buyer following payment in full of all sums due in   
 connection with the supply of all Goods by the Seller to the Buyer at any time. In the case of payment by   
 cheque, title shall not pass to the Buyer until the cheque is honoured.

6.2. In the event that any of the Goods are incorporated into, or attached to, or mixed with other Goods by the   
 Buyer, so that they are no longer identifiable or separable then title to the composite Goods shall vest in   
 and be retained by the Seller in accordance with paragraph 4.1.

6.3. It is further agreed that:

6.3.1. Until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give   
 notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the   
 rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.

6.3.2. The Seller shall have the right of stopping the Goods in transit whether or not delivery has been made; and

6.3.3. If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon   
 and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the   
 Buyer, where the Goods are situated and take possession of the Goods.

6.3.4. The Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the   
 Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller.

6.3.5. The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership   
 of the Goods may not have passed to the Buyer.

6.3.6. Until such time ownership in the Goods passes to the Buyer, if the Goods are so converted, the parties   
 agree that Seller will be the owner of the end products.

**7. RISK**

7.1. If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.

**8. BUYER'S DISCLAIMER**

8.1. The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim   
 restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and   
 the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement.

**9. DEFECTS / RETURNS**

9.1. The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery notify the   
 Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or   
 quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time   
 following delivery if the Buyer believes the Goods are defective in any way.If the Buyer shall fail to   
 comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the   
 terms and conditions and free from any defect or damage.

9.2. Returns for any reason cannot be made:

9.2.1. Without prior authorisation from Seller and

9.2.2. Unless accompanied by delivery docket showing Seller's authorisation reference" Return Goods   
 Authority Form" (RGA number). Seller will apply a handling charge to any unauthorised return and may   
 recon sign to Buyer, at the Buyer's cost.

9.3. For defective Goods, which the Seller has agreed that the Buyer is entitled to reject, the Seller's liability   
 is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that :

9.3.1. the Buyer has complied with the provisions of clause 9.1;

9.3.2. the Goods are returned at the Buyer's cost within seven (7) days of the delivery date;

9.3.3. the Seller will not be liable for Goods which have not been stored or used in a proper manner;

9.3.4. the Goods are returned in the condition in which they were delivered and with all packaging material in   
 as new condition as is reasonably possible.

9.4. The Seller shall be under no obligation to accept the Goods for credit and any Goods returned for credit   
 may incur a handling fee of up to twenty percent (20%) of the value of the returned Goods plus any   
 freight plus GST.

**10. WARRANTY**

10.1. The Seller warrants any Goods sold by it under these conditions to be free from defects caused by no faulty   
 materials or poor workmanship for a period of six (6) to twelve (12) months (dependant on product type) from   
 date of sale. Upon authorised return to Seller freight prepaid during that period of any part of the Goods covered   
 by this warranty, Seller will if it finds such part to be so defective, at its option, repair such part or supply a   
 replacement part provided that :

10.1.1 The Goods or any part are not without Seller's consent altered, repaired or subjected to any technical   
 attention by any person other than the Seller's authorised representatives.

10.1.2. The above terms may at the Seller's option be varied or replaced by specific warranty conditions issued   
 in respect of particular products.

10.1.3. The warranty does not cover damage due to normal wear and tear, improper installation, misuse or   
 neglect or where Goods have been subject to operating or environmental conditions in excess of   
 maximum values in the applicable specifications.

10.1.4. Many Goods sold by the Seller are perishable and have a limited lifespan and shelf life. It is the responsibility of   
 the Buyer as to what Goods are purchased from the Seller, and to implement stock rotation such that the Goods in   
 possession of the Buyer are on-sold within the warranty period applied on initial sale from the Seller to the   
 Buyer. In the event the Buyer deems Goods purchased from the Seller are no longer required by the Buyer, then   
 the Seller will accept goods for return at the discretion of the Seller. Goods where the warranty period has   
 expired will not be accepted for return and credit.

10.2. Except as herein provided, all conditions and warranties in respect of the Goods, expressed or implied,   
 statutory or otherwise, are hereby excluded. Under no circumstances shall Seller be liable to pay   
 compensation for any injury, loss or damage sustained by Buyer how-so-ever arising.

10.3. In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either   
 replacing or repairing the workmanship / Goods or in properly assessing the Buyer's claim.

10.4. In respect of Goods that are perishable or have a limited shelf life, it is the responsibility of the Buyer to   
 ensure that such Goods are sold on a "first in first out" basis as no warranty, expressed or implied, is   
 offered on Goods where the recommended use by date has passed.

10.5. For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the   
 manufacturer of the Goods. The Seller shall not be bound by nor responsible for any term, condition,   
 representation or warranty given by the manufacturer of the Goods.

**11. CANCELLATION BY BUYER**

11.1. Except as provided in this clause 11, no order may be cancelled by the Buyer.

11.2. If the Seller agrees to a reduction of quantity, the quantity of Goods delivered & deemed delivered shall   
 be paid for by the Buyer at a unit price equal to Seller's standard list price for such quantity or, if no such   
 price exists, then a comparable price for equivalent Goods in such a case, the contract or negotiated price   
 no longer applies.

11.3. If Seller agrees to reduce or cancel an order for non-standard Goods or Goods especially imported or   
 sourced, Buyer shall promptly pay to Seller :

11.3.1. Costs of settling & paying claims arising out of the termination of work under Seller's subcontracts or   
 orders relating to the Goods covered.

11.3.2. Reasonable costs of settlement, including accounting, legal & clerical costs; and

11.3.3. Twenty percent (20%) of the total purchase Price of the Goods ordered as direct & indirect costs of   
 production, administration & reasonable profit.

11.4. If Seller agrees to reduce or cancel an order for standard products ex warehouse, Buyer shall promptly   
 pay to Seller twenty percent (20%) of the total purchase Price for the Goods ordered as direct &   
 indirect costs of production, administration & reasonable profit.

11.5. No application for cancellation under this clause will be considered unless made by the Buyer in   
 writing to the Seller.

**12. INDUSTRIAL PROPERTY RIGHTS**

12.1. If any claim arises alleging that the sale, use or any other dealing with the Goods infringes trade marks, trade   
names patents, copyrights, registered designs or any other industrial property rights of third parties, the Buyer   
   
 shall forthwith notify the Seller thereof & give every assistance to the Seller in connection with such claims as   
 the Seller may reasonably require & shall not itself handle, deal with or compromise any such claim except with   
 the written consent of the Seller

**13. THE COMMONWEALTH TRADE PRACTICES ACT 1974 & FAIR TRADING ACTS**13.1. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the   
 Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of   
 Australia, except to the extent permitted by those Acts where applicable.

**14. DEFAULT & CONSEQUENCES OF DEFAULT**

14.1. Interest charges may be levied by the Seller on overdue invoices at the Seller's discretion and percentage rate.

14.2. Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any   
 obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the   
 Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer   
 for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.

**15. SECURITY AND CHARGE**

15.1. Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever :

15.1.1. Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being   
 charged, both the Buyer and /or the Guarantor agree to mortgage and/or charge all of their joint and/or several   
 interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and   
 other monetary obligations payable under the terms and conditions. The Buyer and /or the Guarantor   
 acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a   
 caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder   
 have been met.

15.1.2. Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer   
 and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including   
 legal costs on a solicitor and own client basis.

15.1.3. To give effect to the provisions of clause 15.1.1 and 15.1.2 inclusive hereof the Buyer and/or the Guarantor (if   
 any) do hereby irrevocably nominate, constitute and appoint the Seller or the Seller's nominee as the Buyer's   
 and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not)   
 including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in   
 his/her/its/their/ absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in   
 any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary   
 to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and   
 perform all necessary and other acts including instituting any necessary legal proceedings, and further to   
 execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give   
 effect to the provisions of this clause.

**16. PRIVACY ACT 1988**

16.1. The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report   
 containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the   
 Seller.

16.2. The Buyer and/or the Guarantor/s agree that the Seller may exchange information about Buyer and Guarantor/s   
 with those credit providers named in the application for Credit Account or named in a consumer credit report   
 issued by a reporting agency for the following purposes:

16.2.1. To assess an application by Buyer;

16.2.2. To notify other credit providers of a default by the Buyer;

16.2.3. To exchange information with other credit providers as to the status of this credit account, where the Buyer is in   
 default with other credit providers; and  
16.2.4. To assess the credit worthiness of Buyer and/or Guarantor/s..

16.3. The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial   
 credit (section 18K(1)(h) Privacy Act 1988).

16.4. The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes   
 and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

16.4.1. provision of Services & Goods; marketing of Services and/or Goods by the Seller, its agents or distributors in   
 relation to the Services and Goods;

16.4.2. analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of   
 Services/Goods;

16.4.3. processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer ; and

16.4.4. enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's   
 account in relation to the Services and Goods.

16.5. The Seller may give information about the Buyer to a credit reporting agency for the following purposes:

16.5.1. to obtain a consumer credit report about the Buyer, and/or

16.5.2. allow the credit reporting agency to create or maintain a credit information file containing information about the   
 buyer.

**17. GENERAL**

17.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity,   
 existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2. All Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no   
 responsibility for changes in the law which affect the supply.

17.3. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss   
 of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.

17.4. In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages.

Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

17.5. The Buyer shall not set off against the Price amounts due from the Seller.

17.6. The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following   
 any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which

the Seller notifies the Buyer of such change or reflects such on the Seller's invoice.

17.7. Neither party shall be liable for any default due to any act of god, war, terrorism, strike, lock out, industrial   
 action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

**18. CONSUMER PURCHASE**

18.1. Nothing in these terms and conditions shall effect the rights of a Buyer who acquires Goods as a consumer within the

meaning of the Trade Practices Act or any other law of the Commonwealth, or, of any State or Territory; provided that where

the purchaser is a consumer within the meaning of the said Act and the Goods are not of a kind ordinarily acquired for

personal, domestic or household use or consumption, then Seller's liability for a breach of condition or warranty implied by the

said Act (other than a condition or warranty implied by section 69) shall be limited to the repair of the Goods, or, at Seller's

option, the replacement of the Goods or the supply of equivalent Goods.