admin@rdfptyltd.com.au
(07) 4960 1639
4 Elvin Street, PAGET, QLD 4740

Terms & Conditions of Sale

Resurge Diesel & Fabrication Pty Ltd reserves the right to request a deposit or payment in full before works commence. Payment of any amount, or provision of a purchase order constitutes agreement to these terms. Prices are in AUD and exclude GST unless stated otherwise. Payment is due upon receipt, unless otherwise agreed in writing. Ownership of goods remains with Resurge Diesel & Fabrication Pty Ltd until full payment is received, risk transfers on delivery. Consumer guarantees under the Competition and Consumer Act 2010 apply.

1. Payment Terms

Payment is due by the date shown on this invoice unless otherwise agreed in writing.
Resurge Diesel & Fabrication Pty Ltd reserves the right to charge interest on overdue amounts at a rate equal to 6.0% above the Reserve Bank of Australia's official cash rate, calculated from the day after the due date until payment is received in full. The applicable cash rate is indicative of prevailing economic conditions and may vary.
Accounts that remain unpaid after 15 calendar days from the due date may be suspended without further notice, unless a prior payment arrangement has been negotiated and confirmed in writing before the due date.
All costs, fees, charges, and disbursements incurred by Resurge Diesel & Fabrication Pty Ltd in the recovery of overdue amounts—including those charged by any mercantile agent, debt collection service, or legal representative, will be
payable by the client as a liquidated debt. The Contract to provide credit is deemed to have been entered into in the State of the office of the Supplier, being the Laws of Queensland, and the Customer submits itself to the jurisdiction of the courts in the capital city of that state of the Supplier.

2. Parts and Materials

All new parts supplied by Resurge Diesel & Fabrication Pty Ltd (RDF) are covered by the manufacturer or supplier's standard warranty, subject to their individual terms and conditions. RDF will assist with valid warranty claims for parts supplied and installed by RDF.
RDF does not provide warranty on second-hand or customer-supplied parts.

3. Workmanship Warranty

RDF warrants its workmanship for:
- Up to 3 months or 5,000 km (whichever occurs first) for standard servicing, maintenance, and minor repairs; and
- Up to 6 months or 10,000 km (whichever occurs first) for major repairs, rebuilds, or overhauls.

This warranty covers only faults proven to have resulted directly from RDF's workmanship, provided the equipment or vehicle has been operated and maintained in accordance with manufacturer guidelines and RDF recommendations.
This warranty does not cover wear and tear, misuse, neglect, or consequential loss.

4. Maintenance Requirements

Customers are responsible for ensuring ongoing servicing and maintenance, including oil changes, fluid checks, and inspections as recommended by RDF and/or the equipment manufacturer. Failure to carry out regular maintenance may void the workmanship warranty.

5. Risk and Title

Risk in all goods, parts, and materials passes to the customer upon installation or collection. Title to all goods remains with RDF until full payment is received.

6. Liability

To the maximum extent permitted by law, RDF's liability for any claim relating to goods or services provided is limited to:

- re-performing the service.
- repairing or replacing defective goods; or
- refunding the amount paid for the affected work.

RDF excludes all other implied warranties or conditions, except those that cannot lawfully be excluded under the Australian Consumer Law.

7. Storage, Collection, and Non-Payment

Vehicles or equipment not collected within 7 days of notification of completion may incur a reasonable daily storage fee of $50 a day there in after unless prior agreement with management has been made.

If payment is not made within the required timeframe, RDF reserves the right to remove, relocate, or dispose of the vehicle or equipment at the customer's cost after providing not less than 14 days' written notice (by email or post).

All associated costs of removal, storage, disposal, or recovery will be charged to the customer and must be paid in full before the release of any vehicle, equipment, or parts.

RDF retains a possessory lien over any vehicle, machinery, or equipment in its care until full payment is received for all authorised work, parts, and associated costs.

8. Environmental Disposal

RDF may dispose of uncollected parts, fluids, or materials in accordance with environmental regulations. The cost of such disposal will be charged to the customer.

9. Privacy

RDF collects and stores customer information solely for the purpose of performing authorised work, warranty processing, and lawful record-keeping. RDF will not disclose personal information to third parties except as required by law or for warranty or payment processing purposes.

10. Force Majeure

RDF is not liable for delays in completion or delivery arising from circumstances beyond its reasonable control, including parts shortages, transport delays, power outages, or industrial action.

11. Notices and Communication

All notices and communications from RDF may be provided electronically (including email or system-generated messages) and are deemed received at the time of sending.

12. Governing Law

These terms are governed by and construed in accordance with the laws of Queensland, Australia, and both parties submit to the exclusive jurisdiction of the courts of Queensland.