



SGTA – Terms & Conditions of Sale

Effective Date: 01 July 2026

These Terms & Conditions of Sale apply to goods and services supplied by Specialised Gas Technologies Australia Pty Ltd (SGTA), including orders placed through www.sgta.au, by quotation, email or other agreed means.

Nothing in these Terms excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, including rights under the Australian Consumer Law (ACL).

1. Orders

An order placed with SGTA is an offer to purchase goods or services and is subject to acceptance by SGTA.

For online purchases, an automated order acknowledgement or payment receipt does not necessarily constitute acceptance of the order. SGTA may contact you if there is an issue with product availability, pricing, freight or the information supplied with your order.

Once an order has been accepted, cancellation or amendment may be subject to SGTA's approval, particularly for special-order, configured, customised or non-stock goods.

Where SGTA agrees to a cancellation, reasonable costs already incurred may be payable.

2. Pricing and GST

Unless stated otherwise:

- prices displayed on the SGTA website are in Australian dollars;
- prices are exclusive of GST where identified as such;
- GST will be added where applicable; and
- freight or delivery charges will be shown or advised separately where applicable.
- Website and quoted prices may change before an order is accepted.
- Where an obvious pricing, typographical or system error occurs, SGTA may contact the customer before accepting or supplying the order.

3. Payment

Payment must be made using one of the payment methods offered by SGTA.

Where credit terms have been approved, payment must be made within the agreed trading terms.

SGTA may suspend supply or withhold further deliveries where an account is overdue.

SGTA does not impose a separate card payment surcharge where surcharging is prohibited by applicable payment-network rules or law. Payment-processing and merchant costs may instead be reflected in SGTA's general pricing.

SGTA may offer discounts or other pricing arrangements for particular payment methods from time to time.

4. Delivery

Delivery is subject to SGTA's Shipping & Delivery Policy.

Any delivery date or lead time provided by SGTA is an estimate unless expressly agreed otherwise.

SGTA will make reasonable efforts to meet advised delivery times but is not responsible for delays outside its reasonable control.

Risk in goods passes to the customer when the goods are delivered to the nominated delivery address or collected by the customer or its authorised representative.

Please notify SGTA promptly if goods are damaged, missing or incorrect on delivery.

5. Title

Ownership of goods remains with SGTA until SGTA has received payment in full for those goods. Until ownership passes, the customer must not sell, dispose of, encumber or deliberately damage the goods.

This provision does not limit any rights available to a customer under applicable law.

6. Product Information and Selection

SGTA takes reasonable care to ensure product descriptions, specifications and technical information are accurate.

Customers are responsible for ensuring that products are suitable for their intended application unless SGTA has been asked to recommend or specify a product for a disclosed purpose.

Where product suitability depends on operating conditions, gas composition, pressure, flow, dimensions, process requirements or other technical factors, customers should contact SGTA before ordering if they are uncertain.

Nothing in this section limits rights arising from advice or representations made by SGTA or rights under the Australian Consumer Law.

7. Special-Order and Configured Products

Some SGTA products are ordered, manufactured, configured, calibrated or modified specifically for a customer.

Once SGTA has committed to the supply of these goods, cancellation, amendment or return may not be possible.

Where SGTA agrees to a cancellation or return, the customer may be responsible for reasonable costs already incurred by SGTA. This section does not apply where the customer is exercising a right or remedy available under the Australian Consumer Law.

8. Returns, Refunds and Exchanges

Returns, refunds and exchanges are handled in accordance with SGTA's Returns, Refunds & Exchanges Policy.

Any conditions applying to voluntary or change-of-mind returns do not limit rights available for faulty, damaged or non-conforming goods under the Australian Consumer Law.

9. Warranties and Consumer Rights

SGTA products may be supplied with a manufacturer or SGTA warranty.

Any warranty provided is in addition to, and does not replace or restrict, rights and remedies available under the Australian Consumer Law.

Where a product fails to meet an applicable consumer guarantee, the remedy available will depend on the circumstances and whether the failure is major or minor.

SGTA may reasonably inspect or assess a product before determining the appropriate remedy.

For products manufactured by another supplier, SGTA may work with the manufacturer when assessing or resolving a claim, but this does not remove SGTA's obligations as the seller where the Australian Consumer Law applies.

10. Customer Responsibilities

The customer is responsible for:

providing accurate order, delivery and contact information;

following product instructions and safety requirements;

ensuring installation and use comply with applicable laws, standards and manufacturer requirements; and ensuring personnel operating specialised equipment are appropriately trained where required.

SGTA is not responsible for loss or damage caused by misuse, unauthorised modification, incorrect installation or use contrary to supplied instructions, except to the extent SGTA is legally responsible.

11. Liability

To the extent permitted by law, SGTA is not liable for indirect or consequential loss arising from circumstances outside SGTA's reasonable control.

Where liability can lawfully be limited, SGTA's liability may be limited to an appropriate remedy such as repair, replacement, re-supply or the reasonable cost of obtaining that remedy.

Nothing in these Terms limits liability or remedies where doing so would be unlawful.

12. Events Outside Our Control

SGTA is not responsible for delay or failure to perform an obligation caused by circumstances outside its reasonable control, including transport disruption, supply shortages, industrial action, natural disasters, government restrictions, war, cyber incidents or significant equipment or infrastructure failure.

SGTA will take reasonable steps to minimise the effect of such events and resume supply where practicable.

13. Overdue Accounts

Where payment is overdue, SGTA may suspend further supply and take reasonable steps to recover amounts owing.

The customer may be required to reimburse SGTA for reasonable debt-recovery or enforcement costs where permitted by law and reasonably incurred.

14. Other SGTA Policies

Purchases and use of the SGTA website may also be subject to our:

- Shipping & Delivery Policy;
- Returns, Refunds & Exchanges Policy;
- Privacy Policy;
- Website Terms of Use; and
- Complaints, Disputes & Feedback Policy.

If there is an inconsistency between these Terms and a specific written quotation or agreement issued by SGTA, the specific written agreement will apply to the extent of the inconsistency.

15. Governing Law

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

Nothing in these Terms prevents a customer from exercising rights available under applicable Australian law.