



## Terms and Conditions of Trade

### The Fabrication Company Pty Ltd

ABN: 47 618 413 997

Purchaser means the person/entity that orders/purchases goods and/or services from The Fabrication Company Pty Ltd;

1. **General** The only contractual terms which are binding upon The Fabrication Company Pty Ltd (herein called "the Company") are those set forth herein or otherwise agreed in writing by the Company and those which are imposed, and which cannot be excluded by law. All other conditions, warranties, representations, statements and obligations, whether expressed or implied which would otherwise be binding on the Company are to be extended permitted by law hereby expressly excluded and negated. Stenographic of clerical are subject to corrections.  
**Definitions**
  - a) "date of delivery" is the date upon which goods leave the premises of the Company.
  - b) "the monies due" includes the purchase price for the goods, and delivery charges, goods and services tax and extra packaging charges, if any.
  - c) "the Customer" means the person or entity whose order for the purchase of goods is accepted by the Company.
2. **This price quotation** is made subject to dimensions found on site/architectural drawings remaining constant or being changed in accordance with suitability for installation as specifically directed by the company. The company shall be entitled to a reasonable additional price in respect of any extra costs incurred by us if the products supplied needs to modified and further installation work arises as a result of your failure to supply correct or complete information.
3. **Goods and Services Tax (GST)** All prices expressed or described by the Company verbally or in writing are GST exclusive prices.
4. **Payments** Where the Company elects to sell or provide service on a credit account basis, the monies due shall be payable in accordance with the time period agreed to in the credit application. If the Customer delays making payments under the terms of the contract, the Company may suspend supply or delivery of any Goods to the Customer until such payment is made. If payment is not made in accordance with the Company's terms and conditions, then interest and administration charges of 2% per month or part thereof on the monies due shall be incurred and payment shall be credited against any interest and administration charges due. The Customer will also be liable for any legal (on an indemnity basis) or other costs incurred or to be incurred by the Company in attempting to recover the outstanding amounts owed by the Customer. Accounts that have been put into debt collection will automatically be closed.
5. **Credit Card Payments** A 1.5% Credit Card Surcharge will be processed with any Credit Card Payments made.
6. **Acceptance of offer** remains available for 30 days from the date stated on the front side of this quotation sheet. An acceptance received by the company after 30 days from said date is subject to the right of the company to alter terms offered, including a revision of the quotation price.
7. **Your obligation** is to ensure the company has clear unencumbered access to the site at the times agreed or as reasonably required by us. Any quotation for installation work is based on information supplied by you and you should take care the company is fully aware of the conditions we can expect on your site. The company will be entitled to a reasonable additional price in respect of any extra costs incurred by us as a result of your:
  - a) Variation or suspension of the work
  - b) Failing to supply accurate complete information about the site
  - c) Lack of instructions
  - d) Failure to prepare the site or provide access to the site at reasonable times
8. **Payment** required as follows; Fifty percent (50%) payment due upon order placement, Forty percent (40%) payment due upon completion of manufacture of goods and prior to delivery of goods onto your property and Ten percent (10%) payable on the day of completion of the installation of the goods by the company. Retention of any monies owing to the company or alternative conditions of payment will not be recognised unless specifically stated in writing by the company.
9. **Title** Notwithstanding that risk in the goods shall pass to the Customer as herein provided, title to the goods the subject of any order shall remain the absolute property of the Company until those goods and all other amounts owed by the Customer to the Company are paid in full. The Company shall at all times be entitled to enter the premises believed to be occupied by the Customer and recover therefrom the goods the subject of any order but only if there is then an existing default in the terms of payment for such goods.
10. **Charges** In addition to the purchase price, all delivery charges, goods and services tax (GST), extra packaging charges and Government taxes, if any, shall be payable by the Customer.
11. **Delivery** All goods are deemed to be delivered to the Customer at the Company's warehouse. However, the Company will at the request of the Customer deliver or arrange delivery of all goods to the Customer at the Customer's risk. If the Company agrees to ship the goods ex it's warehouse, the Company's delivery expenses shall be payable by the Customer. All delivery dates are estimates in respect of goods which may be delivered after the estimated delivery date, and the Company will not be responsible if any delivery is later than the delivery date, whatever the cause.
12. **Risk** Risk in the goods shall pass to the Customer at the time of delivery and the Customer will insure all goods that are in his risk.
13. **Purchaser** is responsible for compliance with property boundaries
14. **Outdoor installations** will be subject to climatic conditions
15. **Safe supply of electricity** where required you are responsible for the provision of a safe supply of electricity to adjacent points prior to any installation work we carry out on automatic gates.
16. **All reasonable care** will be taken by the company during the installation of the goods purchased but **no liability** shall attach to the company for any damage occasioned by any means whatsoever to electrical wiring, plumbing, or any surfaces.



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### Terms and Conditions of Trade (Continued)

17. **Irrevocable license to remove.** If payment in full is not made by the purchaser within the stipulated time, the company is hereby granted by the purchaser irrevocable license to enter on premises on which the specified goods are installed, for the purpose of repossessing and removing the same (in which the property remains in the company pursuant to clause 5 above) and the company shall not be liable for any loss or damage whatsoever incurred as a result in such repossessions and removal unless caused by negligence by the company or its agents. The right of the company to lawfully remove from said premises the specified goods on the terms stipulated shall operate as an encumbrance on the specified goods until payment has been made full by the purchaser and property has thereby passed to the purchaser pursuant to clause 5 above.
18. **Warranty** the product provided/installed by the company shall be covered by the warranty or warranties as specified in writing by the product manufacturer. The company shall not be held liable for these warranties or any claims made on product not manufactured by the company. Any products manufactured by the company shall be covered for a period of 12 calendar months from the date of installation, (unless stated otherwise in writing), except when such fault or failure is due to contributed to by vermin, fire, tempest, acts of God or any intentional, reckless or negligent acts or omissions on the part of the purchaser or of any person using or interfering with said goods or equipment in any manner whatsoever and whether with or without the consent of the purchaser. Pursuant to this warranty the company agrees to replace or repair for the said period of 12(twelve) calendar months from the date of the installation all or any parts of the specified goods or associated equipment which may be found to be defective through fault or failure provided that it shall be at the absolute discretion of the company as to whether all or parts should be replaced or whether they should be repaired. Service or repair to goods deemed under warranty will only be carried out between 8.30am and 4pm Monday to Friday (excluding public holidays). Any service/repair work required outside the above hours will incur a charge relevant to our after hour's callout rate. This agreement does not operate to detract from any remedy or warranty provided by the *sales of good act (QLD), fair trading act (QLD), or trade practices act (Cth)*.
19. **The company** to the extent permissible by statute, disclaims any liability of whatsoever nature in respect of any claim or the demand for loss or damage which arises out of evidence of unauthorised repairs
20. **Order variations & cancellations** alternations by the purchaser will not be accepted on completed orders, or those within the production process. Deferred orders may incur a warehousing fee determined by the company. Any variations to order must be in writing and posted or emailed to the company by the purchaser within the appropriate time frame to effect such variations.
21. **Insurance** the company is under no obligation to insure the goods after they have left its place of business, after which goods will be at the purchaser's risk.
22. **Acceptance** The Customer shall be deemed to have inspected and accepted the goods where he retains them for a period of seven days after the date of delivery without notifying the Company that the goods are not in accordance with the contract. Where goods are installed by the Company, the Customer shall be deemed to have inspected and accepted them when the installation is completed.
23. **Return of Goods** Acceptance of the goods by the Customer shall be final and conclusive unless the Company agrees in writing to the return of goods. In those cases the Company will only allow the Customer credit for returned goods on the following conditions:
  - (a) the original number and date of invoice must be quoted by the Customer
  - (b) all goods must be returned to the Company in accordance with its direction within seven days of the receipt by the Customer of the goods
  - (c) the Company reserves the right to charge up to 15% or \$100.00 (whichever is greater) of the price of the goods returned (which percentage is subject to change without notice) and the full amount of packing and delivery costs incurred by the Company to cover overheads associated with the goods returned.
24. **Credit Limit** Notwithstanding any credit requirement requested by the Customer or any credit limit the Company may have set for the Customer, the Customer will be liable for the full amount owing on all goods ordered notwithstanding that the amount owing may exceed the credit requirement requested or the credit limit set.
25. **Product specifications** the company reserves the right to discontinue and to modify designs and change specifications of any product included in its price list
26. **Powder Coating** is carried out in-house. We follow Dulux recommendations and AS3715 and AS4506-2005. We are not a Dulux Accredited Powder Coater.
27. **Privacy** Agreement that the Company may seek consumer credit information (section 18K(1)(b), Privacy Act 1988)
  - (a) If the company considers it relevant to assessing my/our application for commercial credit, I/we agree to the Company obtaining from a credit reporting agency a credit report containing personal credit information about me/is in relation to commercial credit provided by the company.

Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)

(b) I/we agree to the Company obtaining personal information about me/us from other credit providers, whose names I/we may have provided for the Company or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to the Company.

Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18k(1)(h), Privacy Act 1988)

(c) I/we agree that the company may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collection overdue payments relating to commercial credit owed by me/us.



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**Disclaimer:** subject to specific warranties as set out by the company and in conjunction with these terms and conditions of trade, the company shall neither be subject to nor incur, and the purchaser releases the company from any claim or liability (including consequential loss or damage, loss of use or profit) by reason of delay, defective or faulty components or materials or workmanship, negligence or any act, matter or thing done, admitted or omitted by the company or the unsuitability of the product for the purchaser's purpose and the purchaser acknowledges that he did not rely on the skill or judgment of the company in selecting and ordering the product for the purpose for which the same was required by the purchaser. Furthermore, if any such holding costs shall be imposed, The Fabrication Company's liability is limited to \$1.00 per day.