

## Terms and Conditions of Quotation and Sale

1. The terms and conditions detailed herein are the basis for all dealings Alumac Industries Pty Ltd (Alumac) may have with any purchaser and shall take precedence over any conditions imposed by a party wishing to hold trading arrangements with Alumac.
2. This quotation is based on the information provided by the purchaser. Alumac will not accept responsibility for any design or suitability aspects of items manufactured for and on behalf of the purchaser.
3. It is the responsibility of the purchaser to specify in writing, their production requirements and provide fully dimensioned (metric) original drawings and DXFs for any items to be manufactured by Alumac.
4. It is the purchaser's responsibility to document the correct drawing revision number and the quote reference number which appears at the top of the page on any purchase orders raised for items detailed in this quotation. If the correct drawing number and revision number are not specifically nominated on the purchase order, the purchaser shall bear full responsibility for any non conformance.
5. Unless otherwise stated, the pricing contained in the attached quotation, excludes Government Goods & Services Tax and charges for delivery. Pricing provided in the quotation will remain valid for a period of thirty days from the date of printing. It is the responsibility of the purchaser to provide their Australian Business number at the time of order placement or G.S.T. will be charged at the maximum rate of 48.5% when the invoice is raised.
6. An order received, whether based on our quotation or otherwise, shall not be binding on Alumac unless it has been formally accepted in writing.
7. The availability of manufactured goods detailed in our quotation is nominated to the best of our job scheduling ability at the time of printing but may be subject to review at the time of order acceptance. Alumac will not accept charges for liquidated damages or any consequential loss under any circumstances.
8. Should the purchaser wish to cancel or suspend temporarily any works for which Alumac has received a purchase order, then charges for all work completed and all materials purchased will be payable by the purchaser.
9. It is the responsibility of the purchaser to notify Alumac in writing of any variation to manufacturing or surface coating requirements whether or not Alumac staff are advised verbally. Any such variation will initiate a review of the original quotation and may incur additional charges and delayed completion.
10. Purchasers shall inspect all goods manufactured by Alumac immediately upon delivery and shall within (7) days from the date of delivery, notify Alumac in writing of any defects or non conformance with the design provided by the customer. Any defects or non conformances will be rectified by Alumac staff . Alumac will not accept charges for rectification works done by others to goods produced by Alumac.
11. Alumac reserves the right to charge interest at the rate of 1% per month for any money not received by 30 days from the date of delivery.
12. Where goods are delivered by Alumac, it is the responsibility of the purchaser to unload the Alumac truck. Alumac will not accept any responsibility for damage caused to goods once the truck has arrived at the purchaser's premises and the hold down ropes or other fixings are removed.
13. Delivery of goods to the purchaser shall, unless and until payment in full has been received by Alumac, be pro-forma delivery only and the goods shall remain the sole and absolute property of Alumac. In the event that payment in full is not made within the stipulated period, Alumac shall be given free access to such goods and be at liberty on its own account to sell or otherwise deal with or dispose of the goods in any manner as it may deem fit. In the event that a dispute develops over non payment, Alumac shall without notice stop all works for such client and withhold deliveries of any goods pending satisfactory resolution of the dispute. Any costs incurred by Alumac in the collection of overdue monies will be charged to the purchaser's account.
14. Any customer's property and all property and material supplied to Alumac by or on behalf of the customer (including goods in transit) will be held at the customer's risk. Alumac accepts no liability whatsoever for loss of or damage to such property or material unless otherwise agreed by Alumac in writing.
15. Alumac will not be held responsible for checking any free issue materials purchased directly by any customer and delivered to our factory. It is the sole responsibility of the customer to ensure any goods delivered to Alumac premises are suitable for the intended purpose and that the quantity delivered is in accordance with that required.
16. Any prototype goods left with Alumac for whatever purpose will be held for a period of sixty days only. At the conclusion of such period Alumac will dispose of such items in a manner deemed suitable to Alumac.
17. Payment for works completed must be by way of cash, cheque or EFT at the time of collection unless a trading account has been established. The maximum period for payment of any account for goods delivered shall be 30 days from the end of the month in which such delivery was made regardless of whether full or partial delivery is made. Alumac reserves the right to suspend work and withhold supply of goods to any company or individual which is unable to meet these requirements.
18. Where drawings provided at the time of quotation are altered or revised for manufacture whether before or after commencement of manufacture, Alumac withholds the right to requote or decline manufacture of such goods.
19. Alumac reserves the right to terminate this agreement or any part thereof and upon such notice being given to the purchaser shall cease or reduce work according to the tenor of the notice
20. Where the customer requests a post manufacture surface finish, such as galvanising and plating, it is the customer's sole responsibility to nominate all relevant specifications for same. Alumac takes no responsibility for works undertaken by their sub-contractors.
21. Alumac Industries will endeavour to provide customers with an estimated production lead time upon acceptance of our quotation. Alumac will not accept liability for any costs or damages incurred resultant of delayed production or rectification of product found to be unsatisfactory.