

AET AUST PTY LTD

– STANDARD TERMS AND CONDITIONS



ABN: 69 094 315 287

DEFINITIONS

AET Aust Pty Ltd (ABN: 69 094 315 287) will be referred to in this document as “AET”.
“Buyer” refers to any company, organisation or individual paying AET for Goods or Services.

DELIVERIES

Delivery times offered in quotations are often based upon information provided by third-party suppliers. AET use this information in good faith and endeavour to meet quoted times however AET will not be liable for liquidated damages or costs incurred due to late delivery.

If requested, a firm delivery time will be provided at time of order placement.

SHIPPING

Freight will be charged as per quotation.

Transit insurance is not provided by AET and goods that leave AET’s works are the Buyer’s risk in all respects.

TITLE

Goods supplied by AET remain the property of AET until all agreed monies outstanding under the contract with the Buyer have been paid in full and AET will be entitled to take all reasonable measures to recover the goods should the Buyer fail to meet their obligations under the terms of the contract.

PROPERTY

Buyer’s equipment and goods are stored on AET’s premises at the Buyers risk.
It is the responsibility of the Buyer to ensure that the goods are adequately insured.
AET will not be responsible for loss or damage to any goods delivered to AET’s premises.

Buyer’s equipment and goods sent to AET for repair or assessment will be returned to the Buyer as per Buyer’s instruction.
It is the responsibility of the Buyer to ensure that clear instruction is provided to AET with respect to the return of Buyer’s goods and equipment.
AET will make reasonable attempts to return Buyer’s goods and equipment but Buyer’s goods and equipment not reclaimed within 24 months of receipt into AET’s premises will be disposed of as AET sees fit.

MATERIALS

No materials will be procured and no work will commence without the prior placement of a purchase order.

In the course of repairs, AET reserve the right to use components of equivalent quality and specification to those used by the original manufacturer due to the situation where original components are not readily available.

In certain situations, components required for the repair of a product are no longer readily available and often have no direct equivalent replacement. In this situation, AET reserve the right to use second-hand components providing these are in good serviceable condition.

INTELLECTUAL PROPERTY

Intellectual property including drawings, design calculations, software and documentation, if supplied as part of the contract, remain the property of AET until full payment is received.
Intellectual Property must not be provided to third-parties without AET’s written consent.

VARIATIONS

Should the requirements differ for those offered in this quotation, then each change will be treated as a variation. Each variation will require a Change Order before commencement of said works and may incur added cost to that listed in the quotation.

AET Repair Quotations reflect the scope of work ascertained by preliminary inspection. Any faults or defects found in the course of repair and additional to those quoted, will be notified to the customer in a separate quotation and will require customers consent and an amended order before further work is executed.

TERMS OF PAYMENT

Payment terms are STRICTLY 30 DAYS from date of invoice for account holders and as specified in Quotation for non-account holders.

Non Account customers are required to pay in full on completion of works.

For Non Account Customers, repairs will not be shipped until payment is received.

AET reserves the right to charge interest, at commercial rates, on overdue accounts.

AET also reserves the right to claim from the Buyer, any charges or costs associated with debt recovery.

AET Aust Pty Ltd (ABN: 69 094 315 287)

Contacts

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Postal Address

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VIC, 3137

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PAYMENT METHODS

For Non Account Customers, the following are the only acceptable forms of payment:

- Cash
- Bank Cheque
- Electronic Funds Transfer – EFT
- Personal and Company Cheques are acceptable but goods will not be released until Cheque has cleared.
- Credit Card – Major Cards Only (2% Surcharge applies to Credit Card Transactions)

RETENTIONS

Unless previously agreed to, retentions cannot be withheld. Retentions withheld without AET's consent will attract interest charges

BUYERS TERMS & CONDITIONS

Any Terms or Conditions of any order by the Buyer which are in addition to or inconsistent with AET's Terms and Conditions specified herein shall not be binding upon AET unless specifically agreed to and confirmed in writing by an authorised officer of AET.

WARRANTY

Except to the extent to which any Commonwealth, State or Territory Law applies to any contract between AET and the Buyer, and implies conditions or warranties which cannot be excluded, the following conditions supersede and exclude all previous conditions and warranties, whether expressed or implied by law and all previous agreements.

All AET products carry a one (1) year return to base warranty from date of despatch to the Buyer's site.

All AET repairs carry a 90 day warranty from date of despatch from AET's workshop. The warranty is limited to repair or replacement of components pertaining to the original repair executed by AET. Any new faults will be treated as new work and quoted or charged accordingly.

All freight to/from site will be charged to the Buyer's account.

All Warranty claims must be notified to AET in writing and within the Warranty period as specified. Claims outside the warranty period will not be entertained.

The Warranty does not cover defects or damage due to misuse, neglect, improper operation, maintenance, installation, modification or adjustment. Unless specifically agreed by AET in writing, the equipment must be operated within the original equipment manufacturers specifications.

The Warranty on third-party equipment or components supplied by AET will be subject to the original manufacturer or suppliers own Warranty conditions. This information will be provided by AET if specifically requested.

LIABILITY

AET's liability is limited to that described and provided in the Warranty provisions.

AET shall not be liable under any circumstances for any injury, loss, including consequential loss or damage, loss of profits or loss of market to person or property arising out of the sale or service of any goods supplied or serviced by AET.

It is the Buyer's responsibility to ensure that equipment supplied by AET is fit for the purpose and complies with all relevant codes and legislation when installed or applied.

AET will not be held liable for any consequential damages.

FORCE MAJEURE

AET will not be liable to the Buyer for any loss or damage directly or indirectly related to supply of goods or services if the delivery of these goods or services is impeded by any act or event beyond the control of AET, whether foreseen or not.

ADVICE

Advice, either General or Technical, is provided by AET in good faith and must not be used or acted upon without ensuring the advice is applicable to the application. This may require you, the Buyer, to have the advice verified by a qualified third party.

AET will not provide verbal or ad-hoc advice.

AET shall not be liable under any circumstances for any injury, loss, including consequential loss or damage, loss of profits or loss of market to person or property arising out of the use of information or advice provided.

RATES & CHARGES

AET's Standard Rates and Charges are as per separate document; **AET Rates and Charges**.

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