



Terms  
and  
Conditions  
of Sale

---

**AMALGAMATED INSTRUMENT GROUP PTY LTD**

ABN: 80 619 963 692

*Also trading as Amalgamated Instrument Co and AIC*

Unit 5, 28 Leighton Place Hornsby  
NSW 2077 AUSTRALIA

Telephone: +61 2 9476 2244  
Facsimilie: +61 2 9476 2902

Email: [admin@aicpl.com.au](mailto:admin@aicpl.com.au)  
Internet: [www.aicpl.com.au](http://www.aicpl.com.au)

# AMALGAMATED INSTRUMENT GROUP PTY LTD

## TERMS AND CONDITIONS OF SALE

### **Definitions**

The following terms and conditions apply to and form part of any agreement between the "Company" and the "Customer" (as defined below) for the sale of any goods or services by the Company to the Customer. These terms and conditions replace any previous terms and conditions. In these terms and conditions:

"**Company**" means Amalgamated Instrument Group Pty Ltd (ABN 80 619 963 692).

"**Customer**" means the person(s) or company whose Order for the goods is accepted by the Company.

"**financing statement**" has the meaning given to it in the PPSA.

"**finance change statement**" has the meaning given to it in the PPSA.

"**goods**" means any goods supplied or to be supplied by the Company to the Customer, and includes their packaging and any replacement goods supplied under these conditions.

"**GST**" means goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

"**PPSA**" means the *Personal Property Securities Act 2009 (Cth)*.

"**Purchase Money Security Interest**" has the meaning given to it in the PPSA.

"**Register**" has the meaning given to it in the PPSA.

"**Security Agreement**" means the security agreement under the PPSA created between the Customer and the Company by these Terms and Conditions.

"**Security Interest**" has the meaning given to it in the PPSA.

"**services**" means the supply of technical advice, computer consultancy and software updates/enhancements not involving the supply of hardware.

### **Quality Assurance**

All goods produced by the Company have been processed in strict accordance with standard quality procedures approved to ISO9001:2008

### **Prices and Quotations**

Quotations are confidential and are based on the information provided by the Customer. All reasonable effort has been made to ensure the quotation is accurate, however unforeseen circumstances, provision of incomplete information, misinterpretations, variation of extras which affect production costs may incur additional charges.

No quotation given by the Company shall constitute an offer. Any order for the supply of goods shall not be binding upon the Company until accepted by the Company.

The prices for goods may be varied to the Company's general prices in effect at the date of delivery of the goods notwithstanding any prior orders or sales order acceptances in respect of the goods.

Prices given in any quotation are applicable to that quotation only and will not necessarily apply to any other instance. Unless the Company withdraws the quotation, the quotation is valid for 30 days from the date of the quotation.

GST and duties imposed by law on or in respect of the goods and services shall be to the Customer's account and shall be calculated using the rates and methods of assessment in force at the time of delivery.

### **Purchase Orders**

Each purchase order placed by a Customer is deemed to include a representation that the Customer is solvent and able to pay all debts as they fall due. After placement of a purchase order the Company will acknowledge receipt of the purchase order by sending the Customer an Order Confirmation or Proforma Invoice.

Once a purchase order has been received by the Company it cannot be cancelled or modified without the Company's written consent. Without limiting the generality of this, purchase orders for goods involving non-stock or indent items may not be cancelled.

Where a Customer seeks to modify their purchase order an additional charge may be incurred to cover the cost of materials which have been committed to, the cost of work undertaken (including labour and production) and any other costs incurred. Where the modification causes a delay to the Company's scheduled shipping date (as referenced on the original Order Confirmation) the Company may invoice the Customer at this date for partial work completed and any other additional costs incurred due to the customer modification.

Where a Customer seeks to cancel a purchase order the Company may invoice the Customer for the cost of materials which have been committed to, the cost of work undertaken (including labour and production) and any other costs incurred. The invoice will be raised on the expected shipping date stated on Company's Order Confirmation.

### **Terms of Payment - Pay With Order**

Unless otherwise agreed to, all goods will be supplied on a Pay With Order basis. Despatch of goods will occur once payment is received. Where non-standard or indent items are to be provided payment is required before materials will be committed to by the Company. In some cases and at the discretion of the Company a deposit or full payment may be required before production will commence.

For Australian orders payment options include EFT (electronic funds transfer) and the use of following credit cards: VISA, Mastercard and AMEX. In some instances credit card surcharges will occur. If applicable, the credit card surcharge will appear on the 'Order Confirmation'. Where payment is made via EFT the Customer must allow 2 business days for funds to clear. Customer evidence of proof of payment is not sufficient.

For overseas orders payment must be via EFT (electronic funds transfer). The Company does not accept credit card payments or payments by bank or company cheque. Overseas payments must include bank processing fees and all other related charges.

### **Terms of Payment - Credit Facility**

The extension of credit to the Customer shall be at the absolute discretion of the Company at all times. The Customer authorises the Company to make all reasonable enquiries to verify the Customer's creditworthiness and credentials. The Customer's credit facility with the Company (if applicable) shall remain in the name stated by the Customer on the Customer's application for credit facilities until the Company gives consent in writing to any change.

Unless otherwise stated the terms of payment shall be nett cash within 30 days of the date of invoice.

The Customer must notify the Company in writing of any material change in the Customer's structure, management or position or any other matter that may affect the Customer's credit status (including any sale or disposition of any part of the Customer's business, any change in control, or any new charge, mortgage or security given to any supplier or financier) within 48 hours of any such change.

If the Company grants any credit facility or nominates any credit facility limit, the Company may vary or withdraw such credit facility or credit limit at any time. If credit is withdrawn, all outstanding amounts become immediately due and payable.

In some cases where non-stock or indent items are to be provided by the Company a deposit may be required to be paid by the Customer before production will commence. Such application is at the discretion of the Company.

### **Indemnity**

Without prejudice to any other rights the Company may have, the Customer shall indemnify the Company for any loss, damage or expense incurred by the Company should the Customer cancel any order or part thereof or breach any provision contained in these terms and conditions.

# AMALGAMATED INSTRUMENT GROUP PTY LTD

## TERMS AND CONDITIONS OF SALE

### **Title**

While risk in the goods shall pass on delivery, legal and equitable title shall remain with the Company until it has received full payment for such goods. Pending such payment, the Customer shall hold the goods as bailee for the Company and shall return the goods to the Company if so requested. Notwithstanding the foregoing, the Customer as fiduciary may sell or deal with the goods in the ordinary course of its business whereupon the bailment shall immediately terminate.

### **Default**

Should the Customer fail to make due payment for any goods or services or commit an act of bankruptcy or by act or omission enable to appointment of a scheme manager, trustee, official manager, receiver, receiver and manager, liquidator or any other person authorised to enter into possession or assume control of any property of the Customer pursuant to a mortgage or other security the Company may, without prejudice to any other rights it may have, do any or all of the following:

1. Withdraw any credit facilities which may have been extended to the Customer and demand immediate payment of all monies owing to the Company;
2. Withhold any further deliveries of goods or performance of services required under the contract;
3. In respect of goods already delivered, enter onto the Customer's premises to recover and resell same for its own benefit, and
4. Suspend and/or terminate performance of any other contracts that the Company has with the Customer.

### **PPSA – Personal Properties Securities Act 2009 (Cth)**

The Customer acknowledges and agrees that any agreement between the Customer and the Company for the supply of goods or services on credit terms constitutes a Security Agreement (the "Security Agreement") for the purposes of PPSA and the following provisions apply:-

1. The Security Agreement creates a security Interest in:
  - (a) all goods and services supplied by the Company to the Customer under such agreement, and
  - (b) all proceeds (if any) received by the Customer in relation to the goods and services.
- 1.1 The Security Agreement may be registered on the Register as a Purchase Money Security Interest.
2. The Customer undertakes to promptly execute any further documents and to provide any further information and to do such further acts and things as may be required by the Company to:
  - (a) register a financing statement or finance change statement in relation to a Security Interest on the Register;
  - (b) register any other document required to be registered by the PPSA; or correct a defect in a statement referred to in clauses 2(a) and 2(b) above.
3. Purchase orders for goods or services may be accepted by the Company, at the Company's discretion, by despatching the goods or services provided, however, that despatch will not be acceptance where the price for the goods or services has been incorrectly quoted or referenced by the Customer in its purchase order.
4. The Customer acknowledges that it has received value as at the date of the first delivery of the goods or services and has not agreed to postpone the time for attachment for the Security Interest granted to the Company under any agreement.
  5. The Customer agrees that:
    - (a) sections 96,115 and 125 of the PPSA will not apply; and
    - (b) it waives its right to receive any notices, information or statements as may be the case under Sections 95,118,121(4), 123(2), 130, 132(3)(d) and 132(4) of the PPSA and any right to receive a Verification Statement under the PPSA.
    - (c) it waives its rights as grantor and/or debtor under section 142 and 143 of the PPSA.

### **Warranty**

The goods are warranted, by the Company or manufacturer, as the case may be, against defective workmanship and materials. Its obligations pursuant to this express warranty are strictly limited to the

repair or replacement of the defective goods or materials at the Company's or manufacturer's option. Services supplied by the Company are expressly warranted to be rendered with due care and skill. To the extent permitted by law, all implied conditions and warranties (other than those implied by the Trade Practices Act) are expressly excluded.

### **Delivery**

Where the delivery of the goods is effected by way of part deliveries, the Company shall be entitled to invoice the Customer for pro rata progress payments (including freight charges).

The Company shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or failure to deliver due to circumstances beyond its reasonable control and the Customer shall accept and pay for goods notwithstanding late delivery. Unless otherwise agreed to, delivery shall be:

1. FOB – (freight on board) when the goods are loaded onto the delivery vehicle at the Company's works or store or
2. Ex Works – when the goods are made available from the Company's premises.

The Customer shall be responsible for and must insure (and keep insured) the goods. The Customer shall indemnify the Company for the loss or damage to the goods from the time of delivery until paid in full. Customer inspection must occur on receipt of goods. Shortages in delivery must be advised immediately upon receipt. The Customer shall report goods damaged upon delivery to the company within 5 days of receipt of the goods. Goods shall not be returned to the Company until prior written approval has been obtained and then only by the carrier nominated by the Company.

### **Returns**

Prior to returning any goods to the Company, for any reason, the Customer must first obtain written authorisation from the Company. Any goods arriving at the Company stores without prior authorisation will not be accepted and will be returned to the Customer at the Customer's expense.

If the goods are to be returned due to a incorrect supply by the Company, the Customer, as well as obtaining authorisation for return (within 14 days of receipt of goods) must return the goods on a carrier nominated by the Company. Costs of return of all other goods are to be met by the Customer. All goods are returned at the Customer's risk and should be undamaged by the Customer and packaged appropriately. Non-standard products and Customer indent items will not be accepted for return and credit unless faulty.

At the Company's discretion and written authorisation, goods may be returned for exchange or partial credit. In such circumstances goods must be returned to the Company within 14 days of Customer receipt. On the Company's receipt of these goods a restocking fee will be charged to the Customer to cover the costs of administration and goods inward testing and checking. The fees are applied as follows:

1. Company Error - No charge.
2. Customer Error - 30% of order value with \$55.00 minimum (GST inclusive).

### **Disputes**

In the event of a dispute between the Company and the Customer in relation to an agreement for the supply of goods and services either party may give written notice of the existence of such a dispute to the other following which the dispute shall be referred to arbitration pursuant to the laws of the New South Wales. The arbitrator will be appointed by the president of the NSW Law Society. In any proceeding before an arbitrator the parties may by agreement, but not otherwise, be represented by a solicitor or counsel.

### **Applicable Law**

Unless otherwise stated any contract arising from the Company's receipt and acceptance of a Customer's order shall be construed and operate as a contract in conformity with the laws of New South Wales.

# AMALGAMATED INSTRUMENT GROUP PTY LTD

## TERMS AND CONDITIONS OF SALE

The Applicant understands, acknowledges and agrees with the Terms and Conditions, herein, as evidenced by the signatures below, as applicable.

\_\_\_\_\_  
Sole Trader

Dated: \_\_\_\_\_

\_\_\_\_\_  
Partner

Dated: \_\_\_\_\_

\_\_\_\_\_  
Partner

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director

Dated: \_\_\_\_\_