

TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale ("Terms") shall apply to and form part of any contract for the supply of goods and or services ("Goods") by Adelaide Profile Services and or APS Aluminium & Stainless Pty Ltd ("The supplier") to another party ("The purchaser").

1. QUOTATION

A quotation given by the Supplier to the Purchaser shall not constitute an offer.

Prices given in a quotation are applicable to that quotation only and are valid for a period of thirty (30) days from the date of issue unless otherwise specified.

2. PURCHASE ORDERS

These Terms apply and any terms and conditions set out in the Purchaser's order deviating from or inconsistent with these Terms will not bind the Supplier not withstanding any statement by the Purchaser that its terms and conditions shall prevail over these Terms.

A contract shall only be deemed to have been entered into when the Supplier accepts the Purchaser's order.

3. PAYMENT

The extension of credit to the Purchaser by the Supplier shall be at the sole discretion of the Supplier and, where extended, requires payment in full within thirty (30) days of the end of the month in which the Goods are delivered.

The Supplier may at its sole discretion, offset any amounts it owes to a purchaser against any amounts owed to it, charge interest on overdue accounts at the rate of 2.5% above the Westpac Bank's variable Benchmark lending rate as applicable from time to time.

Time specified for payment is of the essence.

4. DELIVERY

The Supplier shall arrange delivery to the Purchaser's nominated delivery point and is entitled to charge a fee for delivery.

Delivery is deemed to have taken place when the Goods are made available for pickup or offloading at the Purchaser's nominated delivery point.

The Purchaser is responsible for unloading the Goods from the Supplier's or carrier's vehicle.

The supplier is not responsible for late or partial delivery (including consequential loss or damage) due to circumstances beyond the Supplier's reasonable control.

Acceptance of the Goods shall be deemed to have taken place when delivery has occurred.

5. CLAIMS

Claims for damage or nonconformity with the contract must be made in writing within seven (7) days of delivery.

Any Goods subject to a claim must be left in the state and condition in which they were delivered until the Supplier has inspected the Goods.

To the extent permitted by law all implied warranties, undertakings and conditions are expressly excluded.

The Supplier shall not be liable for any loss or damage (including consequential losses or damage) arising out of any breach of contract by the Supplier or any negligence of its employees.

Should the Supplier be liable for a breach of condition or warranty implied by Division V of the Trade Practices Act 1974 its liability shall be limited, at its option, to one or more of the following:

- (a) replacement of the Goods or re-supply of equivalent Goods;
- (b) repair of the Goods;
- (c) payment of the cost of replacing or repairing the Goods.

6. PASSING OF RISK AND RETENTION OF TITLE

Whilst risk in the Goods passes on delivery, legal and equitable title remains with the Supplier until payment in full for all debts accrued or owed to the supplier is made.

The Supplier reserves the following rights in relation to the Goods until all amounts owed by the Purchaser to the Supplier are fully paid:

- (a) legal and equitable ownership of the Goods;
- (b) to enter the Purchaser's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
- (c) to keep or resell any of the Goods repossessed pursuant to (b) above.

7. INDEMNITY

Without prejudice to any other rights the Supplier may have against the Purchaser, and to the extent permitted by law, the Purchaser shall indemnify the Supplier and save it harmless from any loss, damage or expense (including, without limitation, costs, whether or not the subject of a court order) incurred by it should the Purchaser breach any of these Terms or cancel any order or part thereof after acceptance by the Supplier.

8. FITNESS FOR PURPOSE

The Purchaser agrees that it does not rely on the skill or judgement of the Supplier in relation to the suitability of the Goods for a particular purpose unless the Supplier has acknowledged in writing the Goods will be fit for that particular purpose.

9. JURISDICTION

The law of the State of South Australia is the proper law of these Terms and the parties accept and submit to the exclusive jurisdiction of that State.

10. AMENDED TERMS

The Supplier reserves the right to review and amend its Terms from time to time. Notification forwarded to the Purchaser by email or ordinary mail or posted on the suppliers website and made available for the purchaser to review shall be deemed sufficient notification to bind the Purchaser to any revised or amended Terms for all orders placed by the Purchaser and accepted by the Supplier after receipt of such notification.

11. ENTIRE AGREEMENT

These Terms contain the entire agreement between the parties to this agreement and there are no other oral or written representations, stipulations, warranties, agreements, or understandings relating to the subject matter of this agreement. Any variation or modification of these Terms must be in writing.