

GENERAL CONDITIONS OF SALE

1. GENERAL

The terms and conditions herein apply in all cases with the exception of the tool hire arrangements notwithstanding any previous terms or conditions issued by Applied Fasteners and Tooling Pty Ltd (AFT) and in the event of the terms and conditions herein conflicting in any way with any terms and conditions whether previously issued by AFT or issued by any Buyer the terms and conditions herein shall prevail. No other terms and conditions shall be binding on AFT unless those terms and conditions are explicitly accepted in writing by an officer of AFT.

2. QUOTATIONS AND PRICES

Orders are accepted on the basis of prices ruling at the date of order unless specifically accepted writing by an officer of AFT.

3. TAX

GST will be levied, at the appropriate rate on all sales made within Australia

4. CLERICAL ERRORS

AFT reserves the right to correct clerical errors

5. MODIFICATIONS

AFT policy is one of continuous improvement and the right is therefore reserved to make modifications to design and method of manufacture without prior notice.

6. DESPATCH DATES

Whilst every effort is always made to execute orders as near as possible to the dates specified for despatch, all orders are accepted subject to delays caused by factors that are unavoidable or beyond reasonable control and AFT shall not be liable for damage which may result from such delay.

7. CLAIM FOR DAMAGE AND LOSS OF GOODS

Goods received in a damaged or unsatisfactory condition must be signed for as such and AFT are under no liability whatsoever for any such goods unless a written claim is received by AFT within 10 days of receipt of such goods. Errors and/shortage must be similarly notified within 10 days of receipt. Non-deliveries must be notified within 10 days from the date of the invoice.

8. CARRIAGE CHARGE

AFT reserves the right to make a standard carriage charge on orders below certain value which charge and which value will be notified to the Buyer by AFT.

9. CANCELLATIONS

Orders upon the books of AFT cannot be varied or countermanded except with the consent of AFT and upon terms which indemnify AFT against loss. AFT reserves the right to charge a cancellation fee of a minimum of 20% of the selling price to the Buyer applied on approval of order cancellation.

10. RETURN OF GOODS

Subject to paragraph 11 hereof goods returned to AFT shall be deemed the property of the Buyer until written acceptance is made by AFT and until such acceptance is made AFT accept no responsibility for such goods. No goods should be returned to AFT until the reason for return has been indicated to, and accepted by AFT by issuing a GRAN Number to the customer. No credit will be allowed unless this course is followed. If credit is agreed where the Buyer has ordered goods in error then AFT reserve the right to charge a 20% restocking cost to cover inspection, handling, restocking and similar administration.

11. RISK PROPERTY

Risk of loss or damage to the goods shall pass to the customer at the time of delivery. The property of the goods shall not pass to the customer until all sums due or owing to AFT by the customer on any account has been paid and until payment for the following provisions in this paragraph shall apply. Until full payment is made in cash, the whole of the price shall not be treated as paid until and cheque or other instrument of payment given by the customer has been met or presentation or otherwise honoured in accordance with its terms. If the customer defaults in the punctual payments of any sum owing to AFT, then AFT shall be entitled to the immediate return of all goods sold by AFT to the customer in which the property has not passed to the customer and the customer hereby irrevocably authorises AFT and its employees and agents to recover the goods and to enter any premises of the customers for that purpose. Demand for or recovery of goods by AFT shall not of itself discharge either the customer's liability to pay the whole price and take delivery of the goods or AFT right to sue for the whole of the price.

12. GUARANTEE

AFT shall not be liable for any loss or damage whatsoever suffered by the Buyer or by any third party in relation to goods supplied under this Contract, save as herein after provided. No warranty expressed or implied in given by AFT as to the quality, suitability or fitness for any particular purpose or for use under particular conditions, of goods supplied under this contract, notwithstanding that such purpose or conditions may be known or shall have been made known to AFT save as may be provided by statute. Without prejudice to the foregoing, AFT will undertake to replace free of charge any goods found to have been defective at the time of delivery, providing that AFT are notified in writing within 6 months of the despatch date and provided that such goods are returned carriage pre-paid and that AFT inspection establish the claim. However, any attempt to place AFT fasteners with placing equipment not supplied or approved by AFT may negate this undertaking. Without prejudice to the foregoing, all hand tools, power tools and spares therefore carry a warranty for a period of 12 months commencing on date of purchase from AFT or from one of its approved Distributors. The warranty cover extends to faulty workmanship and materials but excludes operator abuse, fair wear and tear, modification by user or use for installation of fasteners other than those supplied or approved by AFT.

13. TERMINATION

If the Buyer shall make fault in or commit a breach of these conditions or of any other of his obligations to AFT or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make, or offer to make any arrangements or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him or if the Buyer is a Limited Company any resolution or petition to wind-up such Company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such Company's undertaking property of assets of any part thereof shall be appointed, AFT shall have the right forthwith to determine and Contract then subsisting, with prejudice to any claim or right AFT may otherwise make or exercise.

14. ARBITRATION

Any dispute under a contract to which these conditions apply shall be referred to an Arbitrator or Arbitrators to be appointed by the parties, or in default of agreement, by the President of the Law Society for the time being and his or their decision shall be binding on both parties.

15. LAW OF THE CONTRACT

These conditions and any contract to which they apply shall be subject to and construed in accordance with Australian Law.

16. PAYMENT TERMS

Payments terms are 30 days from date of invoice unless otherwise agreed in writing by AFT. AFT reserve the right to charge interest on overdue balances of 2% above the base lending rate of Westpac from time to time in force.

[All orders are subject to acceptance by AFT](#)

If any of the invoiced amounts from the Buyer to the Seller (that are not subject of a dispute) remain unpaid for a period of 31 days after receipt of the invoice by the Buyer then AFT has the right to suspend delivery of goods and services to the Buyer by as many days as the said payments are overdue, provided however that the payment delay is not caused by AFT.

[Exchange rate variations](#)

AFT will cover variations of up to +/-3% of the quoted exchange rate. Any variation greater than +/-3% between the quoted exchange rate and bank sell exchange rate at date of invoice shall be applied to the Buyer's account resulting in an extra cost in the event of a less favourable rate or a credit in the event of a more favourable rate.

Sign & Date