

Conditions of Sale and Supply of Goods

ALFON ENGINEERING PTY LTD

1) Acceptance

A quotation is not to be construed as a full offer or an obligation to supply the Goods or Services. Alfon Engineering Pty Ltd reserves the right to accept or reject any orders / letters of intent received.

2) Validity

All Alfon Engineering Pty Ltd quotations are valid for a period of 30 days unless otherwise specifically stated in writing, and are subject to confirmation before acceptance by Alfon Engineering Pty Ltd.

3) Cancellation or Variations

A contract to supply Goods or Services by Alfon Engineering Pty Ltd may be terminated in the event of insolvency of the purchaser. All goods remain the property of Alfon Engineering Pty Ltd until final and full payments of the services agreed to be made by the purchaser.

4) Drawings

Alfon Engineering Pty Ltd reserves the right to review the cost after final design approval.

5) Prices

All quoted prices are subject to change based upon Alfon Engineering Pty Ltd suppliers pricing variations. All price changes will be forwarded in writing to the purchaser for approval before any works can commence.

6) GST

Quoted prices from Alfon Engineering Pty Ltd DO NOT include GST unless specifically stated in writing.

GST will be added to the price of Services / Goods and any other form of taxable supply as defined in the Goods and Services Tax Act 1999.

Alfon Engineering Pty Ltd will provide a valid tax invoice for all Goods and Services supplied.

7) Terms of Payment

Non account customers COD.

Approved account customers 30 days or progress payments as pre-arranged by Alfon Engineering management and agreed upon by the customer.

Should the purchaser delay in respect of any payment due to Alfon Engineering Pty Ltd, then we have the right in addition to all other rights at law to charge interest on the overdue amount at such a rate as is charged to Alfon Engineering Pty Ltd by its bankers for overdraft accommodation and calculated from the date of invoice to the actual date of full and final payment. Alfon Engineering Pty Ltd may also defer or cancel any outstanding balance of an order and may enter upon the purchaser's premises or elsewhere as provided in Condition 10.

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8) Damaged Goods or Lost in Transit.

Where Alfon Engineering Pty Ltd are responsible for carriage of goods, we will repair or replace any damage when goods are deemed to have been damaged whilst in transit. Alfon Engineering Pty Ltd are not liable where the purchaser is responsible for carriage of goods, and damage is deemed to have occurred after the goods have been collected and signed for.

9) Copyright

All drawings and designs remain the property of Alfon Engineering Pty Ltd and shall not be available in any form to any third party nor re-used by the purchaser unless specifically agreed to in writing by Alfon Engineering Pty Ltd or its designated representative.

10) Property

The property and legal title to the goods remains with Alfon Engineering Pty Ltd until they and all other goods previously supplied by Alfon Engineering Pty Ltd whether under this or any other contract (collectively referred to as the goods) have been paid for by the purchaser.

Until the goods have been fully paid for:

- a) Alfon Engineering Pty Ltd by its servant or agents may enter the purchaser's premises or elsewhere at any time without notice to inspect the goods.
- b) The purchaser must store them including other goods into which the goods have been incorporated, in such a manner as to show clearly that the goods are the property of Alfon Engineering Pty Ltd.
- c) The purchaser must deliver the goods to Alfon Engineering Pty Ltd on demand, and in default of delivery, Alfon Engineering Pty Ltd may by its servants or agents enter the purchaser's premises or elsewhere at any time without notice to repossess the goods.
- d) The goods fully remain the property of Alfon Engineering Pty Ltd until the account is paid for in full.
- e) The purchaser is not entitled to make any deductions from the price of the goods for any set off or counter claim.

11) Engineering and Assistance

Any engineering or technical assistance provided by Alfon Engineering Pty Ltd not already covered previously in this document or other condition of contract that is applicable will be charged at the labour rate ruling at the time (including travel and standby / waiting time) plus expenses at cost. Applicable expenses include but are not limited to training costs.

12) Indemnity

The purchaser must comply with all instructions of Alfon Engineering Pty Ltd in relation to fitting, installation and use of the supplied Goods and Services. Notwithstanding such compliance, the purchaser must keep Alfon Engineering Pty Ltd indemnified against all claims expenses and liabilities of whatever nature including, without limiting the generality of the foregoing, claims for death, personal injury, damage to property, and consequential loss, including loss of profit which may be made against Alfon Engineering Pty Ltd or which Alfon Engineering Pty Ltd may sustain pay or incur arising out of the manufacture or sale of the goods, unless the same is directly and solely attributable to any breach of contract or by negligence of Alfon Engineering Pty Ltd or its authorised employees or agents.

13) General

These conditions are to be so construed as not to infringe any State or Commonwealth legislation, and if necessary they shall be read down to such extent necessary to ensure they do not so infringe. In the event that any of the conditions cannot be read down so as not to infringe it shall be deemed to be void and severable.