



# A Bending Company

## TERMS AND CONDITIONS OF SUPPLY OF SERVICES - 2011

1. Quotations:
  - (a) All prices quoted by A Bending Company ABN 61 053 180 573 ("the Company") are for immediate acceptance and are based on the current cost of production.
  - (b) The quotation may be subject to amendment before or after acceptance to meet any cost variation or general price change between the date of quotation and the date of delivery of the order.
  - (c) Amounts quoted are fixed for thirty days after receipt of the quotation after which time amendments may be made to meet any cost variation, general price charge, or variation of the Purchase Order.
  - (d) When estimates are based on specifications, roughs, layouts, samples, dummies or printed, typewritten or other good copy, any extra work, or cost caused by any variation by the customer of his original instructions or by the customer's requirements being different from those originally submitted or described, may be charged by the Company to the customer.
  - (e) Work shall commence upon acceptance of the quotation and the issue of a written Purchase Order.
2. Customer's Instructions:

Once accepted by the customer, the Company's written quotation shall be deemed to interpret correctly the customer's instructions whether written or verbal. Where verbal instructions only are received from the customer the Company shall not be responsible for errors or omissions due to the oversight or misrepresentations of these instructions. A written Purchase Order will ensure all instructions are clearly set out.
3. Acceptance:

The Company's quotation shall be accepted on these terms and conditions notwithstanding any inconsistencies which may be introduced by terms and conditions contained in the customer's order unless otherwise expressly agreed by the Company in writing.
4. Goods and Services Tax:

The Company shall be entitled to charge the amount of any Goods and Services tax payable whether or not included in the quotation. If there is any exemption from Goods and Services tax, the customer must provide the appropriate authorisation at the time of acceptance.
5. Delivery and Payment:
  - (a) Unless otherwise stated by the Company in writing, no discount shall be allowed and payment shall become due 30 days from the date of invoicing.
  - (b) The Company reserves the right not to begin, complete or deliver any work until the customer has paid the full amount on the invoice within 30 days from the date of invoicing.
  - (c) The Company reserves the right to set an upper limit on the credit available to the customer and reserves the right not to begin, complete or deliver any work until the customer has made payments to the customer's outstanding account(s) to the Company's satisfaction.
  - (d) The Company reserves the right to demand a portion or whole of the quoted price prior to the commencement of work.
  - (e) Should a project be divided into stages, the customer may be billed upon the completion of each stage and the Company reserves the right not to begin, complete or deliver any work until the appropriate fees are paid according to the Company's terms and conditions.
  - (f) The Company reserves the right to report to any default in payment by the customer to credit reporting agencies;
  - (g) The Company reserves the right to commence legal proceedings to recover any outstanding monies from a customer including winding up proceedings and to recover all its costs including any administrative costs involved in such recovery proceedings.
  - (h) Any goods not taken up by the customer within the period stated for delivery shall be paid for in full within one month from the date of expiration of that period. Any such goods which remain in the Company's possession are at the customer's risk.
  - (i) Unless otherwise stated in writing by the Company prior to acceptance of the quotation, interest at the rate of 12 % per annum will be charged on overdue accounts. An account becomes overdue on the first day after the thirty day period.
  - (j) Any date specified for completion or delivery is given by way of estimate only and the Company shall not be in any way liable for any loss incurred by the customer howsoever ensuing as a result of failure to deliver by the estimated completion/delivery date.
6. Title to the Goods  
The Company retains full title to the goods notwithstanding:
  - (a) The delivery of the goods to the customer; and
  - (b) The possession and use of the goods by the customer.
7. Expedited Delivery:

Should delivery of work be required sooner than the estimated delivery date or the normal time required for its production, whichever is the earlier, reasonable efforts will be made by the Company to secure freedom from defects, but the Company will not be responsible for defects, caused as a result of the requirement for such early delivery. Should early delivery necessitate additional costs being incurred by the Company including, but not limited to overtime, or the cost of hiring additional labour, an additional charge will be made to cover these additional costs.
8. Suspension of Work:
  - (a) If the customer delays or suspends any work, for any reason whatsoever, for a period of 30 days the Company shall be entitled to payment in full for the portion of the work completed.
  - (b) The Company reserves the right to suspend the performance of any order until any monies outstanding by the customer, whether in relation to that order or some other order, are paid.



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9. **Cancelled Orders:**  
If the customer cancels any order the Company shall be entitled to be paid for the value of work done by it as at the date of cancellation including but not limited to the cost of all materials used and/or specially procured (the "cancellation value") plus an additional amount by way of cancellation fee equal to twenty per centum of the cancellation value.
10. **Suitability of Goods or Work:**  
No warranty is, or shall be, given that goods sold or work done is suitable in size, shape, capacity, quality or otherwise for the purpose for which the goods are bought or the work is done and the Company shall not be liable for any damages or loss howsoever incurred by the customer resulting from the unsuitability of the goods or the work, for any purpose for which the same may be used,
11. **Liability:**  
The Company shall not be liable for indirect or consequential loss or for any loss to the customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery.
12. **Claims:**  
The customer shall inspect all goods immediately upon delivery. Any claims against the Company shall be made in writing within 3 working days of receipt of the goods by the customer. Subject to the customer's statutory right of rescission under section 75A of the Trades Practices Act or similar State or Territory laws, failure to give such notice shall deem the goods in accordance with the contract and the customer shall be bound to accept and pay for the goods. Any consignment of goods subject to such written notice shall be left intact until the Company has inspected those goods which the Company undertakes to do promptly. Any goods not left intact shall constitute a deemed acceptance and the customer shall have no claim in respect of those goods howsoever arising against the Company save to the extent that any claim may not be excluded by law. No claim made by the customer shall be recognised beyond this period.
13. **Force Majeure:**  
Contracts and deliveries may be suspended by the Company in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civic disturbance, war, force majeure, legislation, the inability of the Company to procure necessary materials or articles due to any of the foregoing clauses, or any other occurrence preventing or retarding performance of the contract or delivery or work and no responsibility shall be attached to the Company for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of the Company.
14. **General Lien:**  
The Company shall in respect of all unpaid debts, due from the customer, have a general lien on all goods and property in its hands and shall be entitled, on the expiration of 14 days written notice to the customer to dispose of such goods or property as it thinks fit and to apply the proceeds towards such debts.
15. **Saving:**  
No waiver or granting of any indulgence by the Company in respect of any one or more of the terms and conditions of this agreement, whether express or implied, shall release the customer from any other obligation or requirement set out herein.
16. **Progress Payments:**  
One month after work on the order has commenced, the Company shall be entitled to recover from the customer progress payments amounting to 75% of the value of the work done.
17. **Pre-payment:**  
The Company may at its discretion demand a payment up to 100% of the quoted figure upon acceptance of the quotation and prior to the commencement of any work.
18. **Customer's Property and Material Supplied by the Customer:**
  - (a) The customer's property and all other property and material supplied to the Company by or on behalf of the customer (including goods in transit) will be held at the customer's risk and the Company accepts no liability whatsoever for the loss of or damage to such property or material. The customer acknowledges that it is responsible for the insurance of all such property and material.
  - (b) Unless, due to gross carelessness by the Company, the risk and cost of all spoilage of materials supplied by the customer shall be borne by the customer.
  - (c) Where the customer supplied materials to the Company, adequate quantities shall be supplied to cover spoilage. These materials shall not be counted or checked when received unless requested by the customer in writing. An additional charge may be made by the Company in respect of any such counting or checking.
  - (d) In the case of property and materials left with the Company without specific instructions, the Company shall be free to dispose of them at the end of three months after receipt and to accept and retain the proceeds, if any, to cover its own costs in holding or handling them. An extra charge may be made by the Company for handling or storing property or materials supplied by or on behalf of the customer.
  - (e) Where materials or equipment are supplied by the customer the Company accepts no responsibility for imperfect work caused by a defect in or the unsuitability of such materials or equipment for the purpose of which they were supplied.



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19. Freight
  - (a) All freight shall be ex. factory unless otherwise specified by A Bending Company Pty Ltd
20. Materials and Suppliers:
  - (a) Where material, suppliers and consultants are purchased, hired or procured by the Company, on behalf of the customer, the Company may charge the customer an additional fee amounting to 30% of the charged amount unless agreed to otherwise.
  - (b) Where the performance of any contract with customer requires the Company to obtain goods and services from a third party, the contract between the Company and the customer shall incorporate and shall be subject to the conditions of supply of such goods and services to the Company.
21. Errors in Quotations:

The Company reserves the right to correct any obvious errors in quotations, estimates, etc., whether technical, stenographic or otherwise.
22. Credit:

The Company reserves the right to request that in the case of a new customer a credit check be conducted prior to the commencement of any work, regardless of its urgency, and the Company may in its discretion refuse to commence any such work or supply any services until the results of that credit check are known.
23. Guarantees:

The Company reserves the right to request guarantees from the directors of companies and refuse to commence any work or supply any services if the directors refuse to provide the guarantees sought.
29. Unacceptable Work:

If the project is cancelled or postponed prior to completion, an account for services and materials incurred up to that point shall be rendered.



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