



AFLEX PTY LTD - TERMS OF QUOTATION AND SALE

1. DEFINITIONS

In these terms and conditions:

The "Company" means Aflex Pty Limited. ABN 73 070 676 201.

The "Customer" means the customer referred to in the "Application for Credit Account" attached. "Goods" means goods supplied by Aflex Pty Ltd to the Customer.

2. APPLICATION OF TERMS

All goods sold or supplied by the Company to the customer are sold on these terms and conditions. These terms and conditions (which can only be waived in writing by the Company) shall prevail over the terms and conditions of the Customer's order to the extent of any inconsistency.

3. DELIVERY

Delivery times made known to the Customer are estimates only. The Company shall not be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late delivery.

4. PAYMENT

Aflex Credit Application Form includes a Directors Guarantee section. If that is crossed out or deemed not applicable, then the following applies after approval of the account:

4.1 Completion of the account application with a signed Directors Guarantee:

Orders over \$30,000 for account customers are subject to progress payments as per the following schedule:

- 40% of the order value within 4 weeks of order placement, or prior to dispatch if the delivery period is less than 4 weeks.
- Balance on 30 day EOM terms from the date of dispatch.

Orders under \$30,000 are on 30 days EOM terms.

4.2 Completion of the account application without a signed Directors Guarantee:

Orders over \$10,000 for account customers are subject to progress payments as per the following schedule:

- 40% of the order value within 4 weeks of order placement, or prior to dispatch if the delivery period is less than 4 weeks.
- Balance on 30 day EOM terms from the date of dispatch.



ABN\ 73 070 676 201
Unit 14, 12-14 Beaumont Road
Mount Kuring-gai, NSW 2080

Email\ sales@aflex.com.au
Phone\ +61 02 9457 7530
Fax\ +61 02 9457 7531



Orders under \$10,000 are on 30 days EOM terms.

4.3 Non-Account customers

Non-Account customers are subject to payments as follows:

- Orders over \$15,000, 50% of the order value within 2 weeks of order placement. Balance prior to dispatch.
- Orders under \$15,000 require payment in full prior to dispatch.

5. RETENTION OF TITLE

Full legal and equitable title in the goods shall be retained by the Company until such time as the whole of the purchase price has been received in cleared funds by the Company. Until that time the Company may enter the Customer's premises (or the premises of any associated person where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods. If the goods are resold by the Customer, the Customer shall hold the proceeds (or such part of the proceeds as represents the purchase price payable by the Customer to the Company) in trust for the Company. The Customer shall pay any such amount to the Company upon request. The Company shall be entitled to trace proceeds arising from any sale or disposal of the goods. The Customer shall at the Company's request assign to the Company all claims which the Customer may have against any purchaser or other holder of the goods.

6. RISK

Risk in the goods shall pass to the Customer upon delivery, or at such earlier time as the Company may notify the Customer.

7. LIABILITY

To the fullest extent permitted by law all express and implied warranties and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for any purpose or otherwise are expressly excluded and the Company shall not be liable for any physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply or operation of the goods or arising out of the Company's negligence or in any other way whatsoever.

The Company's liability for a breach of a condition or warranty which by law is incapable of exclusion is limited (but only to the extent permitted by law) at the Company's option to:

- (a) refunding the price paid for the goods; or
 - (b) replacement of the goods or the supply of equivalent goods; or (c) repair of the goods;
- or
- (d) the cost of repairing the goods or replacing the goods with equivalent goods.



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Liability of designs and advice given during quote or order stage of any job or project, Aflex states that all advice given is accepted at the risk of the customer. Whilst all care has been made regarding recommendations, no warranty is made as to the accuracy or reliability of the information contained in any design or quotation. Aflex Pty Ltd disclaims all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on information contained in or omitted from any design or quotation. It is solely the customers liability to check the suitability of any offer, comment, or design from Aflex Pty Ltd to be suitable for the application.

Testing and compliance to any regulatory code or codes (such as Australian Standards, American ASME or similar) is not included on our offer, quote or completed jobs unless the regulatory code is explicitly stated in our quotation, typically noted as “MDR not included”. Our quote shall not be inclusive of any additional testing or inspection other than stated on our quotation. If no testing or inspection is noted, then only Dye Penetrant testing of pressure welds is included. Design and testing are limited to what is noted in our quote regardless of what code or standard the Customer is applying to our products. If the products are to be used in an application where statutory codes are required but the product supplied by us was not offered or manufactured to a code, we accept no liability or consequences for non-compliance to any code or testing requirements. The customer cannot retrospectively apply a code to our products once manufactured.

8. GOVERNING LAW

These terms and conditions and matters relating to the supply of the goods shall be governed by the laws of New South Wales, Australia, irrespective of the place in which the goods are to be delivered. The Customer submits to the nonexclusive jurisdiction of the Courts of New South Wales.

9. TAXATION

The GST surcharge has not been included in our tender price and will be payable by the purchaser in accordance with Australian Government regulations.

10. PRIVACY

The Company requires certain information to process a credit application from the Customer. Wherever possible the Company will ask for the information directly, however it may be necessary to contact other people and organisations, such as credit reference agencies or referees to collect information about the Customer. We may disclose this information to our relevant staff and to our agents, contractors, and third-party suppliers. We will give the Customer the opportunity to access the information we hold about it and



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where necessary, correct any errors in this information (some restrictions and costs may apply). Where personal information is provided by the Customer, (for example information regarding the Customer's Directors, Proprietors, or Partners), we seek assurance that the information has been collected with the knowledge and consent of the person(s) concerned.

11. WARRANTY

The Company warrants that its products will be free from defects and will operate satisfactorily for a period of 12 months from the date of dispatch, when operated under the conditions for which they were designed.

See this link for further Warranty details - <https://aflex.com.au/warranty-statement/>

12. DELIVERY

Quoted delivery time is from receipt of a Purchase Order with reference to the specific quote and revision number.

13. Cancellation and variation

Cancellation, or a variation as reduced quantities from the order, after 6 weeks will be invoiced in full for the items(s) less the remaining and materials costs.

14. ACCEPTANCE OF TERMS AND CONDITIONS ON BEHALF OF THE CUSTOMER

Acceptance of these terms is deemed to have been made by the Customer upon signing of the Application for 30 days EOM Credit.



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