



TERMS AND CONDITIONS

Interpretation

In these terms and conditions:

“ALLscope” means ALLscope Industrial Services of Unit 16, 22 Oramzi Road Girraween which is the supplier of the goods.

“Client” means the purchaser of the goods specified overleaf.

“Goods” means the products and, if any, services specified overleaf.

“Project” means the work specified overleaf in which the client has engaged ALLscope to provide the services.

“Price” means the rates set out in Schedule “A”

Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

General

These conditions (which shall only be waived in writing signed by ALLscope) shall prevail over all conditions of the client’s order to the extent of any inconsistency.

Terms of sale

The goods and all other products sold by ALLscope are sold on these terms and conditions.

ALLscope’s quotations

Unless previously withdrawn, ALLscope’s quotations are open for acceptance within the period stated in them or, when no period is so stated, within 30 days only after its date. ALLscope reserves the right to refuse any order based on this quotation within 7 days after the receipt of the order.

Information

The client has provided ALLscope with the information described in Schedule “B” which information the client warrants is sufficient to enable ALLscope to carry out the project.

If the client becomes aware of any matter which may change the scope or timing of the services or the project, then the client will give written notice to ALLscope and ALLscope reserves the right to increase the price.

If any of the circumstances set out in Schedule “C” arise, the price will be increased in accordance with ALLscope’s rates as set out in Schedule A.

The client shall carry out the obligations set out in Schedule “D” of these Terms and Conditions.

If any Variations to the project are required the client shall complete and sign the Variations form set out in Schedule “E” of these Terms and Conditions and the price will be increased in accordance with ALLscope’s rates as set out in Schedule A.

Drawings and copyright

Copyright in all drawings, reports, specifications, bills of quantities, calculations and other documents provided by ALLscope in connection with the project shall remain vested in ALLscope. The client will not use nor make copies of such documents unless written approval is given in advance by ALLscope.

If, during the course of providing the services, ALLscope develops, discovers or first reduces to practice a concept, product or process which is capable of being patented then such concept, product or process shall be and remain the property of ALLscope and the client shall not use, infringe or otherwise appropriate same other than for the purpose of the project without first obtaining the written consent of ALLscope.

Title to the goods

Title to the goods shall remain with ALLscope until payment in full has been received. If payment in full is not made on the agreed date, ALLscope shall have the right, with or without prior notice, to recover possession of the whole or any part of the goods (and the client agrees that ALLscope may enter any premises occupied by the client to satisfy that purpose) without prejudice to other rights and remedies.

Payment

Quotes over \$5,000 require a 50 per cent deposit prior to the provision of goods or commencement of work.

Payment in full must be made upon dispatch or upon notification by us that the goods are ready for dispatch unless a Credit Account Application has been accepted where payment is due thirty (30) days from invoice date.

Part payment or full payment may be required prior to commencing work or purchasing parts (at our discretion).

If payment is more than 14 days overdue ALLscope may charge the client interest on the overdue amount at the rate of 5% per annum.

Severability

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provisions in any other jurisdiction.

Mediation

Any dispute or difference whatsoever arising out of or in connection with these terms and conditions shall be mediated by a person mutually agreed upon, or failing agreement, by a person appointed by the President of the Institute of Engineers of Australia within 14 days of written notice by either party of a dispute or difference.

Force majeure

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the seller or the buyer that renders them unable to perform in whole or in part any obligation under this agreement then that party is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is to be liable to the other party to this agreement in respect of such inability.

Applicable law

These terms and conditions will be governed by and construed pursuant to the laws of New South Wales and the parties agree to submit to the jurisdiction of the Courts of New South Wales in connection with any dispute relating to these terms and conditions.

Acceptance

By signing these terms and conditions you agree to be bound by these terms and conditions.

DATED:

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Client

Name:

Capacity:

SCHEDULE A



PRICE

Normal Rates

Normal rates of \$85 per hour apply between 6.00 am and 3.30 pm Monday to Friday. The billing time starts and finishes upon the technicians' departure from and return to ALLscope's office at Girraween.

Normal rates are charged for travel, picking up parts, delivery of parts, labour, report writing, drawing and designing. Our normal rates vary depending on qualifications of the technician and the job required.

After Hours Rates

Our afterhours rates are \$150 per hour but may vary depending on the qualifications of the technician, the job required, day and time spent on the job.

After hours rates apply to public holidays and hours outside the normal rates hours.

After hours labour is to be arranged in advance and is subject to availability of staff. If staff are to be called in to do after hours work, a minimum of 4 hours will be charged.

Emergency Call Out Fees

Emergency call out fees may apply to unscheduled jobs that require an immediate response. The emergency call out rate is in addition to the labour rates that will be charged at the appropriate hourly rate for the job to be carried out. The emergency call out fee is to cover any lost time required to make an existing work site safe before attending to your emergency.

Even though we aim to be available for call outs and respond in less than 1 hour, it is subject to availability. At all times, priority will be given to ensuring safety on sites.

Accommodation

If our service technicians are required to stay overnight to complete a job, you agree to pay the accommodation costs of each person for the duration of the job.

Delivery

You must pay for all delivery charges associated with your order. Urgent delivery of items that require our service persons to deliver those items will be charged at our hourly rates as above.

Cancellation

If you cancel your order, you must pay us the full price of the goods together with the full unamortized costs of materials, dies, tools, patterns and fixtures made or contracted specifically for your order. We will only agree to defer or delay manufacture of goods on and subject to conditions stipulated by us in writing at that time. Payment of all labour costs incurred for that order to date must be paid in full. Payment must be made in full on presentation of our invoice.

SCHEDULE B

INFORMATION



SCHEDULE D



CLIENT'S OBLIGATIONS

- Arrange and pay for parking and easy access for ALLscope's technicians to access the area or machinery requiring work.
- Advise technicians on any safety issues relating to the site or machinery that the technician will be working on.

