

Aerovalltechnologies Terms and Conditions

1. DEFINITIONS

"Goods" means any goods and/or services provided by the Company as ordered by the Client.

"Company" means Aerovalltechnologies, trading as Aerovalltechnologies.

"Client" means the person, firm or company placing an order with the Company.

2. APPLICATION

These terms and conditions apply to any provision of services or materials by the Company to the Client.

3. FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company's standard terms and conditions (as detailed below) which form part of the Client's contract with the Company. Terms and conditions on the Client's order form or other similar document shall not be binding on the Company.

4. QUOTATIONS

4.1. The prices, quantities and delivery time stated in any quotation are not binding on the Company. The Company will make all reasonable efforts to achieve results as per the quotation

4.2. All prices are exclusive of GST and freight.

4.3. Quotation is valid for 30 (Thirty) days and is based on the information provided by the Client.

4.4. All reasonable effort has been made to ensure the quotations are accurate, however, unforeseen circumstances and extras added which affect production costs or services may incur additional charges.

4.5. Quotes, Estimations and ROMs are commercial in confidence and shall NOT be distributed to any other party/s without written consent from Aerovalltechnologies.

5. ORDERS

Orders will be deemed to have been placed when a purchase order, signed and dated, has been received from a responsible executive of the client company.

6. VARIATIONS

6.1. Variations to the current operating specifications or design change requirements requested by the customer would undergo an engineering review, and a formalised costing for each additional change would be notified in writing, for approval by the customer.

6.2. Any variations to quantities originally quoted, which affect production schedules, will require quote to be revised.

7. DELIVERY

7.1. The company shall deliver goods or supply services, where possible, in accordance with the quotation unless an agreed delivery schedule is in place.

7.2. The Company will endeavor to supply the goods or services within the quoted time or agreed delivery schedules.

8. PAYMENTS

8.1. All invoices issued by the Company shall be paid by the Client as per payment schedule. If no payment schedule is established, payment will be required within Fourteen (14) days of the date of invoice.

8.2. New clients or other clients out of terms may be expected to pay in advance for their services.

9. WARRANTIES

9.1. Credit enquiries must be notified in writing within 30 days of due date on invoice.

9.2. Supplied equipment warranty is per equipment manufacturer's warranty.

9.3. All workmanship warranted for 6 months from install date.

9.4. Goods manufactured by the Company have workmanship warranted for 12 months from date of delivery.

9.5. Goods returned for warranty will be assessed by the Company and the client will be notified.

9.6. This warranty becomes void if the product has been tampered with in any way, if repair has been made to the product by unauthorized person or if the product becomes faulty due to improper or malicious treatment/use.

9.7. Supplied equipment must be inspected by the client within 30 days of delivery

10. CONFIDENTIALITY

10.1. Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

10.2. Where you supply designs, drawings and specifications to us to enable us to manufacture any goods or supply any services, you warrant that such designs, drawings and specifications do not infringe the intellectual property rights of any third party.

10.3. Quotes, Estimations and ROMs are commercial in confidence and shall NOT be distributed to any other party/s without written consent from Aerovalltechnologies.

11. RISK OF LOSS

The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods.

12. LOSS OR DAMAGE TO SUPPLIES

The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the goods or services it supplies to the Client (or which may be received from the Client).

13. CANCELLATION

Any order, once confirmed by the Company, is not cancellable. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith.

14. NOTICE

All written notices to be served on or given to the client shall be sent or delivered to the client's principal place of business and shall be treated as having been given upon receipt.

15. EMPLOYMENT OF PERSONNEL

Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the goods or services.

16. LIMITATION OF LIABILITY

16.1. The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods.

16.2. Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

16.3. The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.

17. FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample, goods or service is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

18. GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of South Australia and the parties hereby submit to the exclusive jurisdiction of the South Australian courts.