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## TERMS AND CONDITIONS

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1. All quotations, offers, sales and contracts are subject to the following Terms and Conditions. These Terms and Conditions form part of and should be read in conjunction with each and every quotation, offer, sale or contract.
2. The Purchaser represents and warrants that, before entering into an agreement for the purpose of purchasing goods from All Purpose Fabrications Pty Ltd (hereinafter referred to as "All Purpose Fabrications"), the Purchaser is not insolvent and has not committed any act of bankruptcy, or being a Company limited or unlimited, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, to petition for winding-up of the Company, or exercise any other rights over or against the Company's assets.
3. All goods the subject of the contract shall remain the sole and absolute property of All Purpose Fabrications as legal and equitable owner until such time as the Purchaser shall have satisfied all indebtedness to All Purpose Fabrications. Following such payment and satisfaction, title of the goods shall be transferred to the Purchaser, provided that payment and satisfaction shall not be deemed to be made until all cheques in payment have been duly honoured. It is expressly agreed and declared that the title of the subject goods/products shall not pass to the Purchaser until payment in full of the purchase price. The Purchaser shall in the meantime take custody of the goods/products and retain them as the fiduciary agent and bailee of All Purpose Fabrications. If such goods are sold by the Purchaser, or used in any manufacturing process, prior to the payment thereof, then the proceeds of sale of manufacture thereof shall become the property of All Purpose Fabrications until such time as payment is made and is honoured.
4. The sale of the Goods does not include nor convey any intellectual property to the Purchaser such as copyright, trademarks, designs, patents or similar. The intellectual property held by All Purpose Fabrications is not transferable.
5. The terms of payment of this offer are conditional upon a suitable credit facility being opened by All Purpose Fabrications for the Purchaser. The quoted prices are based on monthly progress claims which are submitted for works completed. Payment is to be strictly in accordance with the agreed credit facility.
6. Payment is due on or prior to thirty (30) days from the date of invoice rendered in respect of the supply of the Goods unless otherwise stated in writing by All Purpose Fabrications and All Purpose Fabrications may charge liquidated damages at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) if payment is not received by the due date.
7. The Purchaser is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a Solicitor/client basis) incurred by All Purpose Fabrications for enforcement of obligations and recovery of monies due from the Customer to All Purpose Fabrications.
8. The parties agree that in the event of the Purchaser not paying for the goods in the time specified in the Contract, or in the event of bankruptcy of the Purchaser, or the appointment of a trustee in bankruptcy, or receiver and manager over or on the Purchaser (being a Company), or the Purchaser initiating winding-up proceedings, or these proceedings being initiated by another, All Purpose Fabrications may enter the Purchaser's property within business hours without notice and take possession of the goods in question. In the event that All Purpose Fabrications takes such possession, the parties agree that All Purpose Fabrications shall have the right to resell such goods providing that if such goods have been incorporated into an end product, All Purpose Fabrications will pay the Purchaser from the proceeds of such sale the amount exceeding the sum which the Purchaser owed All Purpose Fabrications in respect of any indebtedness to the Purchaser for the labour and materials contributed to the end product by the Purchaser. All Purpose Fabrications is to have power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation

by the Purchaser to the contrary.

9. The Purchaser agrees that All Purpose Fabrications may apply to register a security interest in the goods and that the Purchaser will waive its rights under section 157 of the Personal Property Securities Act 2009 (Cth) (PPSA) to receive notice of any verification of the registration. The Purchaser agrees not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in circumstances required by sections 275(7)(b)-(e) of the PPSA. If the Purchaser defaults in the performance owed to All Purpose Fabrications under these conditions or any other agreement for All Purpose Fabrications to supply goods to the Purchaser, All Purpose Fabrications may enforce its security interest in any goods by exercising all or any of its rights under these conditions or the PPSA. To the maximum extent permitted by law, the Purchaser and All Purpose Fabrications agree that the following provisions of the PPSA do not apply to the enforcement by All Purpose Fabrications of its security interest in the goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.

10. The Purchaser agrees that it will be bound by all provisions of the Building and Construction Industry Security of Payment Act 2002 (Vic) in respect of any goods or services provided by All Purpose Fabrications.

11. Delivery dates are approximate and availability is estimated at the quotation date only. All Purpose Fabrications shall not be liable for late delivery penalty or damages, direct or indirect. Insurance is the responsibility of the purchaser after delivery has been made to the designated delivery point by All Purpose Fabrications or the assigned carrier.

12. Unless the Competition & Consumer Act 2010 (Cth) applies, All Purpose Fabrications is not liable to the Purchaser for any loss or damage that the Purchaser suffers in relation to All Purpose Fabrications' goods including indirect, special or consequential loss or damage. If the Competition & Consumer Act 2010 (Cth) applies, All Purpose Fabrications' liability to the Purchaser is limited to the extent permitted by the Competition & Consumer Act 2010 (Cth). All Purpose Fabrications' liability to the Purchaser in respect of any Goods or related services shall never include liability for any losses or damages in the nature of consequential losses, economic losses, losses of profit, losses of or liabilities to third parties, losses from disruption to business activities or any damages of any nature whatsoever relating to these losses whether caused by the neglect, breach or default of All Purpose Fabrications' or any of its employees or agents.

13. If All Purpose Fabrications makes goods to the Purchaser's specification, the Purchaser will release All Purpose Fabrications from claims relating to faults in the specification. The Purchaser shall also indemnify All Purpose Fabrications if All Purpose Fabrications infringes a third party's rights in using the specification or if All Purpose Fabrications suffers loss arising out of or using the Purchaser's specification.

14. Quotations are valid for a period of thirty (30) days (or as specified in the quotation) from date thereof and unless previously accepted, the quotation will be deemed to have lapsed.

15. The price quoted is based upon the costs of materials, labour, transport, sales tax, import duty and like charges and upon the conditions existing at the date of quotation. The price is always subject to steel costs at placement of the order. If there is any variation on such costs and conditions, the quoted price shall be varied and the time for delivery may be altered accordingly. All Purpose Fabrications shall, nevertheless, endeavour to supply in accordance with the conditions as agreed. The quotations assume that All Purpose Fabrications has clear access onto site including free from overhead obstacles and power lines for erection procedures and the Purchaser must allow suitable firm standing area for mobile cranes operations, access equipment and semi deliveries. All prices quotes allow for easy access into the site plus firm crushed hard stand for cranes, trucks and access equipment.

16. Prices are exclusive of GST and where applicable GST will be charged as a separate item on the invoice. All Purpose Fabrications reserves the right to alter the GST inclusive amounts in the event of a change in GST rate. Stamp duty, customs duty and other taxes where and if applicable shall be included in the price however, the Purchaser shall be liable for any increase in said stamp duty, customs duty and other taxes between the date of quotation and date of delivery. Any materials that appear in Architectural drawings that are used for dimensions and layouts are excluded from any quotation provided by All Purpose Fabrication.

17. All Purpose Fabrications may postpone or cancel any obligations or agreements affected by force-majeure that includes anything prejudicial to All Purpose Fabrications beyond its control.

18. All claims with regard to quality, quantity or conditions shall be made in writing within seven (7) days of delivery, otherwise the goods delivered shall be deemed to be having been accepted in accordance with the contract. Any rework must be duly authorised by All Purpose Fabrications prior to commencement. In addition to any warranties that are implied by law, All Purpose Fabrications warrants to the Purchaser that the Goods (excluding software licenses) are free from any defects in workmanship and materials. A claim under warranty must be notified to All Purpose Fabrications in writing within fourteen (14) days of the goods delivery date.

19. Any change in respect of ownership, legal entity or address of the Purchaser must be notified immediately to All Purpose Fabrications in writing. All Purpose Fabrications advises that in relationship to personal information it will comply with National Privacy Principles for fair handling of personal information as set out

in the Privacy Act 1988. Individuals will be given access to their information upon request. Such information will be used by the Company to assess credit applications and manage Purchaser's accounts.

20. The Purchaser also agrees to provide Director's Personal Guarantees should this be required by All Purpose Fabrications.

21. If the trading account is inactive for more than twelve (12) months, a re-application for credit may be required. In the event that the purchaser cancels any order more than 30 days from the date of the order, they shall be liable to All Purpose Fabrications for an amount equal to the value of the order plus the costs of any nonstandard products. This amount shall be constrained as recoupment of expenses incurred.

22. Upon All Purpose Fabrications giving notice of withdrawal of credit or should credit be withdrawn by All Purpose Fabrications at any time, All Purpose Fabrications may at its option elect not to continue production of any outstanding Order and All Purpose Fabrications shall be entitled to payment from the Purchaser for all works and materials up to and including the date of All Purpose Fabrications ceasing/canceling any existing Order.

23. The technical pricing and other information contained in the attached submission is the property of All Purpose Fabrications (and shall extend to include any related corporation, its contractors and agents), is confidential, trade sensitive and is submitted solely for evaluation purposes and for the purpose of allowing the company to participate in the assessment process. In accepting these Terms and Conditions, you are accepting the following:

(a) the information shall be kept confidential and shall not be reproduced in any way and otherwise shall be used solely for the purpose.

(b) the information shall not be disclosed, either directly or indirectly to any third party without the prior consent of All Purpose Fabrications including to any competitor of All Purpose Fabrications and in particular any competitor involved in this assessment process. However, it may be disclosed to relevant consultant and principals on a need to know basis so long as All Purpose Fabrications has provided its consent.

(c) where with All Purpose Fabrications' consent this information is passed to a third party, that third party acknowledges and accepts to be bound by these confidentiality obligations.

24. No allowance has been made for the costs that may be incurred relating to the presence of asbestos, synthetic material fibres and /or such similar substances in any form, or any disputes arising there from. It is a condition precedent to this offer that prior to the commencement of any work by All Purpose Fabrications personnel, All Purpose Fabrications be advised of any hazardous conditions prevailing or which might be encountered in the normal course of performing the works.

25. If any additional material, labour or drafting is required or change of documentation during the course of the project, there will be a cost forwarded to the builder as a variation for approval. Any rework of any part of delivered steel after fabrication due to incorrect cast in bolt placement, footing error or plan changes not passed on at fabrication stage will be charged as a variation. Any variation must be confirmed in writing and/or with signature before commencement. All Purpose Fabrications will not accept variations that have retention applied.

26. During site work, there may be the need to Oxy/Acetylene cutting and Arc welding equipment. Any hazards need to be removed by builder before work can commence. Any downtime in waiting for hazardous goods to be removed will be at the builders cost. Coverage of windows and roofs are to be by the builder.

27. This Agreement shall be governed by and construed in accordance with the laws of Victoria and the parties submit to the jurisdiction of the Courts of Victoria.

28. In the event that any provision (or part thereof) contained in this Agreement is rendered void or invalid or unenforceable, such provision (or part thereof) shall be severed from this Agreement without affecting the remaining provisions hereof.

29. This Agreement shall apply for the benefit of All Purpose Fabrications' successors in title, transferees and assigns. The Purchaser shall not be entitled to assign or transfer, either partially or entirely, any of its rights or obligations under this Agreement, without the prior written consent of All Purpose Fabrications.