



ABN: 98 074 392 215 – ACN: 074 392 215

Tel: 08 9302 3700

Fax: 08 9302 3711

Email: info@apconline.com.au

www.apconline.com.au

PO Box 1818, WANGARA DC WA 6947

37 Rogers Way, LANDSDALE WA 6065

STANDARD TRADING CONDITIONS

DELIVERY:

Whilst APC will use all reasonable endeavours to keep any stated despatch or delivery date, it is not responsible for, and accepts no liability for, any loss or damage resulting from delay.

PRICES:

All printed price lists are subject to alteration by APC without notice. Goods will be charged at prices ruling at the date of dispatch, except for special or bona fide contract orders where prior arrangements have been agreed.

Unless otherwise indicated, prices quoted by APC do not include GST. The Customer must pay GST in addition to and at the same time as the invoiced price.

These prices are subject to change due to unforeseen increase in cost of steel, fuel and exchange rates.

TERMS OF PAYMENT:

Unless otherwise expressly stated, invoices are payable 30 days from the date of which the goods were invoiced.

The credit limit approved by APC may be varied, modified, altered, terminated, withdrawn or otherwise determined by APC at its absolute discretion without reference to the Customer.

On demand by APC, the Customer must pay interest on any amount due and owing to APC from the due date for payment of that money until the date of payment. The interest will be calculated on a daily basis at the rate being 4% above the Indicator Lending Rates – Bank variable housing loan interest rate published by the Reserve Bank of Australia from time to time.

The Customer, in its own right and in its capacity as trustee of the Trust (if any), in consideration of APC providing credit to the Customer, charges in APC's favour all right, title and interest which the Customer or the beneficiaries of the Trust have or hereafter acquire in any real, freehold or leasehold property or any other assets with the payment of all moneys owing from time to time to APC. The Customer unconditionally appoints APC as its attorney to do all things necessary to create and register such interest.

DEFAULT:

In the event of default and without prejudice to any other rights APC may have:

- (a) the Customer indemnifies APC for any loss incurred by it as a consequence of the Customer's breach of contract, cancellation of any order or part thereof after acceptance by APC, or breach of these Trading Conditions; and
- (b) APC may immediately call up all moneys owing by the Customer, cease future deliveries, and take immediate possession of goods for which it has not been paid

The Customer must pay to APC all actual costs, expenses or disbursements incurred by APC including debt collection agency fees, solicitor's costs (on a solicitor own client or full indemnity basis, whichever is the greater) and any other costs, expenses or disbursements incurred in relation to collection or attempted collection of overdue accounts.

MINIMUM CHARGE:

A minimum invoice value of \$100.00 applies on all orders.

CANCELLATION FEE:

A cancellation fee of 20% of the total order value applies for all orders cancelled.

PACKAGING:

A packing charge will be added to the invoice where wraps are used by APC.

CARRIAGE:

Orders will be fulfilled ex-works. The Customer shall pay carriage costs incurred by APC in delivering merchandise from APC's point of dispatch to the point of delivery required by the Customer.

DAMAGE OR LOSS:

APC will not consider any claims in connection with non-delivery or damage to or shortage in goods unless such details are notified in writing to APC within 21 days of the dispatch date shown on the invoice.

RETURNS:

Returned merchandise will not be accepted unless prior written authorisation has been given by an APC accredited representative or agent. A return fee of 20% of the total order value will apply for all returns. The Customer shall pay carriage costs incurred by APC in receipt of merchandise from the Customer and return to APC's supplier.

INSTALLATION AND QUOTED PROJECT WORK**VALIDITY**

Prices quoted are valid for a period of thirty days from the date of this offer.

PRICE VARIATION

All quotations are based on a normal eight (8) hour working day, five (5) day working week. For any work requested to be performed outside of standard working hours / days, penalty rates shall apply. Any changes to equipment or layout as quoted will incur extra costs in the form of a variation and will not proceed until written authorisation is received.

PRODUCTION LIABILITIES

This quotation is based on unimpeded access to site and without downtime due to production hold-ups within the areas requiring any scheduled work. Any unreasonable APC personnel or APC contractors' stand-down time incurred by production constraints may incur a claim for costs variation at the discretion of APC. Any work carried out by APC will be done as expediently and practicable as possible, however APC will not be responsible or liable for any back charges for production loss as a result of delays by the work carried out by APC or its contractors.

GENERAL EXCLUSIONS

Asbestos Related Work, including but not limited to the removal and/or replacement and/or penetration and/or flashing of Asbestos products; Connection to utilities or services provided by public utilities; Electrical Work, including but not limited to the supply of components and/or installation and/or connection; Compressed Air Work, including but not limited to the supply of components and/or installation and/or connection; and Foundation Works, including but not limited to the supply of components and/or installation are to be carried out by the client and is specifically excluded from quoted works unless it appears on the quote.

PAINT & SURFACE TREATMENTS

The following shall void all paint and surface treatment warranties - any damage to paint and surface treatments etc by other parties, including but not limited to, transport, use of chains or other, installers, grinding/welding or other adjacent to paint work resulting in hot metal, fine metal dust, drill shavings and fines, scraping of equipment over surfaces, or other such instances causing rust and/or surface appearance deterioration.

CLAIMS:

The Customer will have no claim against APC where merchandise:

- (a) has been installed with defects visible to the Customer prior to installation;
- (b) has been installed otherwise than in accordance with the instructions set out by APC;
- (c) has been improperly installed;
- (d) has been modified or altered or had other works carried out by parties not authorised by APC

CONSUMER COMPLAINTS:

If the Customer is a wholesaler who on-sold merchandise to a consumer, APC will not inspect any consumer complaint unless the Customer has previously inspected that merchandise. It is in the interest of all parties that inspection by the Customer is made immediately upon notification of a complaint.

OWNERSHIP:

APC remains the owner of the merchandise until the Customer pays APC the invoiced price of the goods and any other money due and owing by the Customer to APC at the time the Customer pays for the merchandise. For the purposes of recovery of the merchandise, APC and/or its representatives, servants, agents or employees are authorised by the Customer to enter upon premises where the merchandise is stored or installed to remove the merchandise and sell it as absolute owner.

Where APC's goods are sold to a third party or are disposed of in the usual course of the Customer's business, the Customer shall:

- (a) hold all proceeds of such sale; or

(b) set aside out of its own moneys APC's price,

whichever is the greater, on trust for APC and the Customer shall not mix that amount with any other of its own money. Monies held on trust for APC shall be paid over to APC on demand.

RISK:

The Customer acknowledges that risk of loss or of damage to merchandise is the Customer's risk from the time the merchandise is delivered to the Customer, or a person acting on the Customer's authority.

CONDITIONS, WARRANTIES AND UNDERTAKINGS:

The Customer agrees that it does not rely on the skill or judgement of APC in relation to the suitability of any goods or services for a particular purpose unless it has indicated that purpose in writing to APC and APC has acknowledged that the goods or services will be fit for that purpose.

To the extent permitted by the law and except as provided in these Trading Conditions, all conditions, warranties and undertakings by APC are expressly excluded.

APC shall not be liable for any loss or damage, whether direct or indirect, including consequential loss or damage arising out of any breach by or any negligence of APC, its representatives, servants, agents or employees.

If APC is liable for breach of a condition or warranty implied by virtue of the Trade Practices Act 1974 then its liability for such breach shall be limited, at its option, to replacement of the goods or the supply of equivalent goods, or payment for the costs of replacing the goods or of acquiring equivalent goods.

Warranties where expressed or implied shall be no more than a period of 12 months from the date of supply and shall exclude all consumables.

Any modifications or alterations or other works carried out by parties to equipment supplied by Advanced Pollution Control Pty Ltd not authorised by Advanced Pollution Control Pty Ltd, or incorrect or inappropriate or abusive use of this equipment will void warranty.

GENERAL

These Trading Conditions cannot be varied or terminated unless agreed to in writing by APC.

Time shall in all respects be of the essence with respect to the Customer's obligations under these Trading Conditions.

These Trading Conditions shall be governed in all respects by the laws of the State of Western Australia and the laws of the Commonwealth of Australia where applicable and the parties submit to the jurisdiction of the courts of the State of Western Australia.

Failure to exercise or delay in exercising any right, power or privilege in these Trading Conditions by APC will not operate as a waiver of that right, power or privilege.

A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

APC may exercise any right, power or privilege in these Trading Conditions notwithstanding laches, neglect or previous waiver by APC in respect of any breach by the Customer or the exercise of APC's rights, powers or privileges in these Trading Conditions.

MANUALS:

One Operational Manual will be supplied per new dust collector supplied. Additional manuals will be available upon request at an additional fee, commensurate with time and materials required to prepare and supply them.

ACCEPTANCE:

Orders will only be accepted on the above conditions.

CLIENT CONTACT DETAILS

Company Name: _____ ABN: _____

Branch Contact: _____

Branch Address:

City: _____ State: _____ P/code: _____

Purchasing:

Name: _____ E-mail: _____

Tel: _____ Fax: _____

Accounts Payable:

Address for Invoices / Statements:

City: _____ State: _____ P/code: _____

Name: _____ E-mail: _____

Tel: _____ Fax: _____