



## **AM AIR PTY LTD TERMS AND CONDITIONS**

### **1. Quotations and Orders**

1.1 No quotation given by **AM AIR PTY LTD** to the Buyer shall constitute an offer. Any order from the Buyer to **AM AIR PTY LTD** for the supply of Goods or Services shall not be binding upon **AM AIR PTY LTD** until accepted by **AM AIR PTY LTD**.

1.2 Prices given in any quotation by **AM AIR PTY LTD** are applicable to that quotation only and will not apply in any other instance.

1.3 Quotations are valid for a period of thirty (30) days from date of issue by **AM AIR PTY LTD** or otherwise specified in the quotation.

1.4.1 When ordering, a written order is to be submitted by the Buyer to **AM AIR PTY LTD** quoting an order number, full description of the Goods or Services to be purchased and the delivery time and address. Reference to **AM AIR PTY LTD**'s quotation number to the Buyer should also be made (where applicable). Please see below.

1.4.2 These Terms of Sale apply to the Buyer and to **AM AIR PTY LTD** in respect of Goods and/or Services ordered by the Buyer and any terms and conditions set out in the Buyer's order deviating from or inconsistent with these Terms of Sale will not bind **AM AIR PTY LTD** notwithstanding any statement by the Buyer in its order that its terms and conditions shall prevail over these Terms of Sale. A contract shall only be or be deemed to have been entered into between **AM AIR PTY LTD** and the Buyer for the supply of the Goods when the Buyer's order has been accepted by **AM AIR PTY** in writing.

### **2. Terms of Payment**

2.1 If payment is not received by the due date, interest may be charged at ANZ's Banking Corporation's (**YOUR BANK**) Indicative Lending Rate plus four per cent on the sum outstanding for the period from the due date until the date payment is received. If at any time moneys are overdue and owing upon any invoice then outstanding the whole of the amount of all invoices then outstanding becomes immediately due and payable. Project works and all works over \$1k will require a 50% progress claim on acceptance of the works. This will cover materials etc.

2.2 The Buyer shall be liable for all costs of whatsoever nature of and associated with the exercise of **AM AIR PTY LTD** rights under this clause, which costs shall be payable on demand.

### **3. Default of the Buyer**

3.1 Should the Buyer fail to make due payment for any Goods supplied by **AM AIR PTY LTD** or commit a breach of any term of the sale, or being a natural person commit an act of bankruptcy, or being a corporation by act or omission enables the appointment of an administrator, scheme manager, trustee, official manager, receiver, receiver and manager, liquidator or any other person authorised to enter into possession or assume control of any property of the Buyer pursuant to a mortgage or other security, **AM AIR PTY LTD** may, without prejudice to any other rights it may have, do any or all of the following:

- (a) Withdraw any credit facilities which may have been extended to the Buyer and require immediate payment of all moneys owing or accrued;
- (b) Withhold any further deliveries of Goods or performance of Services required under the accepted order;
- (c) In respect of Goods already delivered, enter into the Buyer's premises to recover and resell same for its own benefit;
- (d) Suspend and/or terminate performance of any other contracts which **AM AIR PTY LTD** has with the Buyer.

### **4. Cancellation Fees**

4.1 Orders may not be altered or cancelled without the written consent of **AM AIR PTY LTD**. If **AM AIR PTY LTD** agrees to alter or cancel the order, the Buyer shall indemnify **AM AIR PTY LTD** against any loss, damage and expense incurred by **AM AIR PTY LTD** in relation to the cancellation or alteration of that order including the cost of return freight, return shipping to factory of origin, items purchased from third parties for inclusion in Goods and all labour and engineering costs incurred by **AM AIR PTY LTD** in the execution or part execution of the Goods and including compensation payable to any supplier of **AM AIR PTY LTD** and loss of profit.

### **5. Delivery**

5.1 **AM AIR PTY LTD** will use its best endeavour's to deliver the Goods and/or Services (and install them if expressly agreed to) on the date agreed to with the Customer, or if no date is stated, within a reasonable time.

5.2 **AM AIR PTY LTD** shall not be liable for any loss, damage or delay sustained by the Customer or others in delivering Goods and/or Services ordered.

## Client Authority to Proceed – Business name

Please complete the authority section below to ensure all billing instructions and relative nominated purchase orders are clear and concise to ensure satisfactory service delivery expectations and commitments as per the Terms and Conditions above.

Business name contacts:	Business name– Company Director
Email:	rac@rac.net.au
Client name:	
Quote title:	
Site name:	
Address:	
Date:	

Please nominate and confirm the following details:

Your job/order number:	
Your signature:	

Billing details:	
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Company name:	
Company address:	
Phone:	
Fax:	
Contact Name	
Email Address	