



O'Brien Aluminium Pty Limited  
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## **O'BRIEN ALUMINIUM PTY LTD**

### **TERMS AND CONDITIONS**

All Quotations made by O'Brien Aluminium Pty Limited shall be effective for a period of 30 days from the making thereof and shall not be construed as an offer or obligation to sell or supply in accordance with the Quotation. Accordingly, O'Brien Aluminium Pty Limited reserves the right to accept or reject, at its discretion, any offer to purchase received by it. Only the written acceptance by O'Brien Aluminium Pty Limited of the purchaser's offer, or the subsequent supply of goods or services shall be binding on the company.

Placement of an order, either verbally or in writing based on a Quotation shall imply acceptance by O'Brien Aluminium Pty Limited offer and these conditions.

All prices are based on current material, labour and transport costs and are subject to rise and fall as a result of any change in any of the above components.

The applicant agrees to comply with the trading terms of O'Brien Aluminium Pty Limited. At the present time payment is required of all outstanding account balances by the 30<sup>th</sup> day of the month following the month in which delivery was made. O'Brien Aluminium Pty Limited reserves the right at all times to determine that a previously approved account is no longer so approved. At such time all monies owing will become due and payable.

As long as the customer owes O'Brien Aluminium Pty Limited any part of the price of goods supplied at any time, O'Brien Aluminium Pty Limited shall retain the legal title to all goods supplied and not yet used or resold. When such goods are used, even with the loss of identity, the legal title to the resultant product shall vest in O'Brien Aluminium Pty Limited. Proceeds of sale of unused goods or resultant products shall be received by the customer as agent for O'Brien Aluminium Pty Limited and on its account, such proceeds to be kept in a separate account or be accounted for to O'Brien Aluminium Pty Limited.

If the purchaser fails to pay for goods on the due date then the O'Brien Aluminium Pty Limited may sue the purchaser for the price of the goods as liquidated sum.

If goods are in possession of the customer to which title has not passed, the customer is under obligation to retain them in good order and condition until either paid for or collected, and to allow O'Brien Aluminium Pty Limited, its servants or agents onto the premises where they are stored for the purpose of collecting the goods.

O'Brien Aluminium Pty Limited reserves the right to submit progress claims at reasonable intervals during a project and for these claims to be paid in accordance with the above terms.

Non Account (COD) Customers - full payment is due prior to pick up or delivery.

Warranty applying to general fabrication work. Warranty is 12 months from purchase date, to the original purchaser, for general fabrication works, limited to defects of workmanship. It is not the responsibility of O'Brien Aluminium Pty Limited to determine that the work performed or the products supplied are suitable for their intended purpose.

Warranty applying to Tray Body Product. Tray Body Products are guaranteed against failure for 3 years to the original purchaser. Normal wear and tear, negligence, accidental or malicious damage to the product is not covered.

Warranty on materials and components supplied by O'Brien Aluminium Pty Limited is limited to the warranty offered by the original manufacturer.

O'Brien Aluminium Pty Limited will not be liable for any incidental or consequential damages.

These conditions may be altered only by O'Brien Aluminium Pty Limited. Such alterations must be in writing and signed by the duly authorised management officer and no other employee.