



Creditor Accounts Terms and Conditions

These Terms and Conditions apply to all Creditor Accounts in regards to sale of goods by Amtek Pty Ltd, Amtek Victoria Pty Ltd and Amtek West Pty Ltd. No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Amtek Pty Ltd unless confirmed by the Company in writing.

Prices

Prices are determined at the time of order and, prior to payment are subject to change;

- When changes to specifications or requirements are made by the client,
- When a quote expires and is re-quoted,
- When the quantity of the order changes,
- For any other reason as agreed between the Company and the Customer.

The Company will endeavour to contact the Customer in order to make the Customer aware of these amendments as required.

Quotes will be supplied for some, but not all of the works carried out by Amtek. These quotes may be amended upon review of the works required, or if additional works are requested.

Payment

Payments are to be made, in full, to the Company without any reduction (in the invoice amount) other than as stated in these Terms, or in the relevant invoice or statement.

For works for which a deposit is required, a separate invoice will be issued for the amount of the deposit prior to works being commenced. The final invoice will detail the full amount of works, and show a deduction of the deposit paid.

The balance of the invoice must be paid in full by the terms stated on the invoice. Amtek Policy is 7 days from the issue of invoice (unless otherwise agreed upon by the Company), and payment is required in accordance with these terms unless prior agreement is made between the Company and the Customer.

All unapproved requests for Payment Terms Extension will default to 7 Day Terms (or otherwise as determined by the Company).

Failure to pay an account on time will result in the account being placed on hold, and any further works will be restricted until the amount is paid.

In the case an invoice on your account is more than 30 days overdue for payment, 1.5% of the total invoice amount will be added to the invoice as a late payment fee. Where there is ongoing failure of payment, the terms of this Creditor Agreement may be reconsidered and the Creditor placed on a COD account. Payment is to be made to the Bank Details provided on Amtek Statements and Invoices (as below);

Amtek Pty Ltd

ANZ Bank, Hurstville Branch

BSB: 012 402

Acct Number: 836321445

Payment Reference: Invoice Number

Remittance Email Address: ar@amtek.net.au

Credit Card payments are accepted, however a surcharge of 1.6% applies

Pickup and Delivery of Goods

The Company may deliver Goods, only upon prior approval by an authorised representative of Amtek. The delivery details will be confirmed prior to completion of works, however, are subject to change pending the availability of Staff. In such event that the pre-determined delivery date changes, the Company will notify the Customer. The Customer must not refuse to take delivery of goods for any reason if notified by the Company.

The Customer is otherwise responsible for the pickup of goods within 5 working days once notified of their completion.

Any customer failing to adhere to the Amtek Vehicle Storage Facility Policy will be charged a daily penalty of \$20.00 plus GST per vehicle for each additional day the vehicle(s) are onsite at Amtek. Finalisation of Amtek Vehicle Storage penalties is required in full prior to the vehicle being released.

Risk & Insurance

The Goods are entirely at the risk of the Customer from the moment of delivery at the Customer's nominated delivery point, or upon collection, regardless of if the works have been paid in full at that time.



The Customer must, at its own expense, maintain the Goods and insure them against theft, breakdown, fire and other risks as from the moment of delivery to the customer, or upon collection. Failure to do so may void warranty. Amtek Pty Ltd will in no way be financially responsible for any loss/damage to any vehicle once accepted by the Customer.

Inspection

Unless the Customer has inspected the Goods and provided written notice to the Company within two days after collection or delivery that the goods do not comply with relevant specifications or descriptions, the Goods are deemed to be received in good order and condition.

Cancellations and Amendments

Requests for variations of any kind to the initial scope of works, including additional items and changes in materials must be submitted to Amtek in writing. An amended Amtek quotation, charged at an additional cost will be provided for approval or rejection by the customer within three business days of the variation request. Approved variations must be signed and returned to Amtek with an official Purchase Order prior to the additional works commencing. Variations received late in the build process may result in additional labour costs added to the variation, as a result of Amtek having to decommission some of the vehicle to allow for the new variation.

Liability

The Company is not subject to, and the Customer releases the Company from, any liability because of delay in delivery or fault or defect in the Goods. The customer acknowledges that the Company is not;

- Liable for any claim, damage or demand resulting from the Customer misusing the Goods, or
- Liable for any claim, damage or demand resulting from the Customer damaging the Goods, or any other non-compliance.

If any other provisions apply to the contract between the Company and the Customer, including warranty of Goods, then, to the extent that the Company is entitled to do so, the Company's liability under these provisions are limited to;

- Replacement or repair of the Goods, or the supply of equivalent Goods.

The Company will not be liable for any consequential loss or damage or other direct or indirect loss or damage.

Warranty

Amtek workmanship is covered by a 12 month or 50,000 km (whichever comes first) "Back to Base" Warranty. Amtek provides the standard supplier Warranty of parts and materials. A copy of Amtek's Warranty Statement is available online at amtek.net.au/warranty request or can be provided by an Amtek representative. Eligible Warranty Claims will be subject to the equipment maintenance and/or service at regular frequencies as specified by Amtek. Any unauthorised third-party service or repair works carried out on equipment fitted by Amtek will immediately void the Warranty offered by Amtek.

Samples

Any sample inspected by the Customer is solely for the Customer's convenience and does not constitute a sale by sample.

Contract

The terms of the Contract are wholly contained in these Terms and any other writing signed by both parties. The Contract is deemed to have been made at the Company's place of business where an order was placed and any cause of action is deemed to have arisen there.

Right to Enter Premises

The Customer;

- Authorises the Company, and its employees, to enter and remain in and on any premises where the Goods are to be collected or delivered without being guilty of any manner of trespass, and
- Assigns the Company the same rights as the Customer to enter and remain in and on the premises until all the Goods have been collected or delivered.



Force Majeure

The Company will not be liable for any breach in contract due to any matter or thing beyond the Company's control (Including, but not limited to, theft, transport stoppages, transport breakdown, fire, flood, earthquake, strikes, lock-outs, work stoppages, riots or civil commotion, explosion or accident).

Waiver or Breach

No failure by the Company to insist on strict performance of any of these Terms is a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Customer.

No Assignment

Neither the Contract, nor any rights under the Contract may be assigned by the Customer without the prior written consent of the Company, which is at the Company's absolute discretion.

Severability

If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

Governing Law

These Terms and the Contract shall be governed by the Law of New South Wales and the parties submit to the courts of New South Wales in respect of any dispute arising.

Privacy Policy & Consent

I/ We hereby;

- Acknowledge and agree to the above terms and conditions of sale and trading with Amtek Pty Ltd, and acknowledge that these terms are binding unless authorised in writing by the Company.
- Acknowledge and agree that I/We have been informed by Amtek Pty Ltd that personal information may be held by Amtek Pty Ltd. The applicant has, by signing this consent, given its consent and approval to Amtek Pty Ltd holding its personal information.
- Acknowledge that I/We have been informed that personal information may be disclosed by Amtek Pty Ltd to a credit reporting agency (or similar), and that Amtek Pty Ltd may acquire personal information relating to the Applicant from one or more credit reporting agencies (or similar). The applicant has, by signing this consent, given its consent and approval to Amtek Pty Ltd acquiring and disclosing its personal information to or from one of more credit reporting agencies (or similar).
- Consent and agree to Amtek Pty Ltd receiving from any other credit provider or providing to any other credit provider, any information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification of default at any time whether now or in the future.
- Agree that in the event of default of payment of its debts that Amtek Pty Ltd may disclose all information in relation to its account to collection agency/s for the purpose of reporting, collecting, and receiving any or all amounts outstanding.