



GENERAL TERMS & CONDITIONS FOR SUPPLY

1. GENERAL

(a) These Terms and Conditions form an integral and fundamental part of the quotation submitted by Delmar Bay Holdings Pty Ltd - trading as All-Go Engineering (ABN: 50 009 398 047) and shall be embodied in and form part of the Agreement between All-Go Engineering and the Purchaser of the Goods.

(b) Goods mean the products and/or services as specified.

(c) These terms shall be governed by and construed by in accordance with the laws of Western Australia.

(d) These terms (including any quotation) may not be varied except in writing and signed by a duly authorised manager of All-Go Engineering

2. REPRESENTATIONS

(a) A quotation provided by All-Go Engineering may be withdrawn at any time. Unless withdrawn, each All-Go Engineering quotation is open for acceptance within the period stated on the quotation or, when no period is stated, within thirty (30) days after the date of the quotation.

b) All Goods to be supplied by All-Go Engineering shall be described on the purchase order as agreed by All-Go Engineering and the Purchaser. The description the agreed purchase order shall prevail over all other descriptions including any Purchaser's specification or enquiry.

3. PRICE AND PAYMENT

(a) Unless otherwise stated, all prices quoted by All-Go Engineering are nett, exclusive of GST.

(b) Payment of the purchase price shall be made on or before 30 days from the end of the month from the date of invoice for the Goods unless other terms of payment are expressly stated in writing.

4. RIGHTS IN RELATION TO GOODS

All-Go Engineering reserves the following rights in relation to the Goods until all accounts owed by the Purchaser to All-Go Engineering are fully paid and any cheques cleared.

(a) Legal ownership of the Goods;

(b) To enter the Purchaser's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damages in order to retake possession of the Goods; and

(c) To keep or re-sell any Goods repossessed pursuant to (b) above. Notwithstanding the provisions above, All-Go Engineering shall be entitled to maintain an action against the Purchaser for the purchase price and the risk of the Goods shall pass to the Purchaser upon delivery.

5. STORAGE

All-Go Engineering reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Purchaser within fourteen (14) days of request by All-Go Engineering for such information.

6. RETURN OF GOODS

All-Go Engineering shall not be under any obligation to accept Goods returned by the Purchaser and will do so only on terms to be agreed in writing in each individual case.

7. CANCELLATION

No order may be cancelled except with All-Go Engineering's consent in writing and on terms which will indemnify All-Go Engineering against losses.

8. LIABILITY

(a) All-Go Engineering shall be liable to the Purchaser for any loss, damage, injury or loss of life arising out of, or incidental to, the provision of the Goods and/or Services provided by All-Go Engineering only to the extent that any such loss was caused by or contributed to by a wilful, unlawful or negligent act or omission by All-Go Engineering.

(b) All-Go Engineering shall not be under any liability to the Purchaser if it is unable to provide the Goods either at all or in part to the Purchaser by reason of fire, accident, theft, loss, flood, storm, earthquake, strike industrial dispute, war, hostilities, riot, by any Government act or regulation (whether Commonwealth, State, or Local) or any cause beyond the control of All-Go Engineering.

(c) All-Go Engineering is not responsible for any loss or damage to goods in transit, except to the extent that All-Go Engineering's transit's insurance or the carrier's insurance applies.

All-Go Engineering shall render the Purchaser such assistance as may be necessary to press claims on carriers provided the Purchaser shall have notified All-Go Engineering in writing immediately loss or damage is discovered and within a reasonable timeframe.

(d) The Purchaser waives any claim for shortage of any Goods delivered if a claim in respect thereof has not been lodged with All-Go Engineering within seven (7) days from the date of receipt of the Goods by the Purchaser.

(e) The delivery times made known to the Purchaser are estimated only. All-Go Engineering will be under no liability for late delivery or non-delivery and under no circumstances shall All-Go Engineering be liable for any loss, damage or delay occasioned to the Purchaser or its customers arising from late or non-delivery or late installation of the Goods.

(f) All-Go Engineering's liability for Goods manufactured by it is limited to making good any defects by repairing the same or at All-Go Engineering's option by replacement within a period not exceeding twelve (12) calendar months after the Goods have been despatched provided that:

- (i) defects have arisen solely from faulty materials or workmanship; or
- (ii) the Goods have not received maltreatment, inattention or Interference.

(g) All-Go Engineering shall not be liable for, and the Purchaser releases All-Go Engineering from any claims in respect of, faulty or defective design of any Goods supplied. In any event, All-Go Engineering's liability hereunder shall be strictly limited to the replacement of defective parts in accordance with sub paragraph (d) of this clause.

(h) Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded.

(i) These terms and conditions shall be read subject to any implied terms and conditions or warranties imposed by the Competition and Consumer Act 2010 and any other Commonwealth or State Legislation as may be applicable and which prevents, either expressly or impliedly, the exclusion or modification of any such terms, conditions or warranties.

30 Days Credit Account:

Signed on behalf of the Purchaser:

Date:

Company: