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Terms & Conditions

ALLscope Industrial Services

*A division of D&C Industrial Services Pty Limited
ABN 40 088 604 684*

Unit 16, 22 Oramzi Road, Girraween NSW 2145

Ph: (02) 9896 0390 Email: service@allscope.com.au

Fax: (02) 9896 8527 Website: www.allscope.com.au

Terms & Conditions

Thursday, 4 March 2010

Goods are sold and services are provided only subject to the following conditions:

Agreement

Prices set out in our quotations will only apply to agreements made within thirty (30) days of the date hereof. A quotation is not an obligation to sell and a contractual relationship shall only arise between us upon our acceptance of your order.

Quotes over \$5,000 require a 50 percent deposit prior to the provision of goods or commencement of work.

The agreement between us comprises your order, our acceptance and these conditions. No other documents, drawing, conversation, act, fact, matter of thing shall be incorporated in or form part of the agreement. We supply the goods/service ordered by you by reference to their physical description and not by reference to their output or performance.

Information

Your order must be accompanied by sufficient information to enable us to fulfil the same forthwith. In the event of a failure to supply the information required we reserve the right to vary the price and/or the date of delivery.

Prices

All prices quoted are for supply of the goods only at our place of sale. Labour for repairs is estimated only.

Unless our quotation specifically states that the prices therein are fixed, the prices quoted shall be subject to alteration. The prices invoiced shall be those current at the date of invoice except in those cases where it has been agreed that the provisions of our prices variation clause will apply.

Unless otherwise agreed our prices are based on rates of freight, marine war risk and other insurance's, shipping expenses, exchange, Customs Duty and the cost of subcontracted items of work and goods and the cost of component parts purchased from other manufacturers ruling at the date of our quotation and any variation in those rates, costs and prices between those ruling at the date of our quotation and those actually paid by us shall be to your account.

Sales Tax and any other Government imposts are not included in our price and any amounts payable shall be to your account.

Normal Service Rates

The normal rates include working times between 6.00am and 4.00pm Monday to Friday. The times start and finish at ALLscope Industrial Service's office.

Public holidays are not normal time.

Normal times are charged for travel, picking up parts, delivery of parts, labour, report writing, drawing and designing. Our normal rates vary depending on qualifications of the technician and the job required.

Deliveries, pick ups and report writing rates are at the same rates as above depending on who does the job.

Meal breaks are not charged.

After Hours Rates

After hours rates apply to public holidays, Saturdays, Sundays and hours outside 6.00am and 4.00pm Monday to Friday.

After hours, labour is to be arranged in advance and is subject to availability of staff. If staff are to be called in to do after hours work a minimum of 4 hours will be charged.

Our after hours rates vary depending on qualifications of the technician, the job required day and time spent on the job.

Deliveries, pick ups and report writing rates are at the same rates as above depending on who does the job.

Meal breaks are not charged.

Emergency Call Out Fees

Emergency call-out fees apply to unscheduled job that require a response time of less than 1 hour.

Even though we aim to be available for call outs and respond in less than 1 hour, it is subject to availability.

At all times priority will be given to safety.

Production equipment will have next priority.

Our emergency rate is equal to our hourly (normal or after hours) rate for every person required. This time covers the clean up and set up time of the current job being carried out at the time of the call out.

This call out rate is in addition to the labour rates that will be charged at the appropriate hourly rate for the job to be carried out.

Estimates

All estimates issued are to be used as a guide only. Estimates are not fixed quotations.

Referring to repairs, without disassembling components it is not possible to issue a fixed quotation. If you require parts disassembled to diagnose parts required, the appropriate rate will be charged and a more accurate estimate will be issued.

Prices will only include the parts and labour listed on the estimate. Extra work carried out will be charged accordingly.

If extra work is required, you will be notified as soon as it become evident. We will not proceed until we receive authorisation. If you decide not to continue with the repair the appropriate rate will be charged for the time spent on the job. In this case the estimate will become non valid.

Unless stated the normal rates will apply on estimates. If you require after hours estimates please make mention of this when requesting an estimate.

If equipment is to be design and an estimate is required to manufacture the equipment the design, research and development time will be charged at the appropriate rate.

Delivery of parts is not included unless stated on estimate.

Estimates are valid for a period of thirty days from the issue date.

Payment terms are as mentioned in the estimate. Part payment may be required prior to commencement of a job.

Parts and Consumables

Parts and consumables are charged at the current list price. Items used are charge by the quantity used or part quantity used.

Consumables include but are not restricted to things like hand wash, welding gases, cleaning towels, permits and may include wear on cutting tools used on lathes, etc.

Non ex-stock items may not be returnable. If they can be returned they may be subject to a restocking fee by the original supplier/ manufacturer.

ALLscope Industrial Services does not charge a restocking fee. However, parts returned must be in as new condition and must not be used. The client will be responsible for delivery and pick up costs of these parts.

Parts that require drawings prior to purchase i.e. laser cut steel; The drawing time will be charged at the appropriate rate and the materials charged at the appropriate rate.

Accommodation

If our service technicians are required to stay over night to complete a job you are required to pay the accommodation cost of each person and each meal for the day per person for the duration of the job.

Drawings, Etc

Any drawings requiring your approval before manufacture commences must be returned to us within fourteen (14) days of submission to you signifying your approval or otherwise.

All drawings remain the property of ALLscope Industrial Services and D&C Industrial Services Pty Limited (Australia). They are confidential and private. Drawings are supplied on the stringent understanding that they are not to be used for any purpose, copied or communicated to a third party without the written consent of the proprietors.

Delivery

Costs of cartage and insurance from our place of sale to your required delivery point will be to your account. We reserve the right to dispatch the goods from any branch and, in that event, an amount equal to cartage and insurance fees from our place of sale to your required delivery point will be to your account.

Urgent delivery of items that require our servicepersons will be charged at our service rate per hour.

Payment

Payment in full shall be due upon dispatch or upon notification by us that the goods are ready for dispatch unless a Credit Account Application has been accepted where payment is due thirty (30) days from invoice date.

Payment must be received prior to the due date to avoid legal action.

Parts remain the property of ALLscope Industrial Services until payment is received in full.

Part payment or full payment may be required prior to commencing job or purchasing parts. Payment can be mailed to the address provided on this document or via direct deposit.

Bank Details

Bank Name: ANZ Bank
Branch: Wentworthville, NSW
BSB Number: 012 463
Account Number: 3505 35646
Account Name: D&C Industrial Services Pty Limited

Retention of Title

It is expressly agreed that the title in any goods supplied by us shall not pass to you until payment has been received in full for all goods supplied to you by us, but the goods or the part thereof delivered shall nevertheless be at your risk from the time of dispatch from our premises.

Goods belonging to us shall be stored so as to be identifiable as such.

Prior to payment, you shall not deal in any way with goods nor part with possession nor act in any way inconsistent with our ownership thereof. If goods belonging to us are disposed of by you, we shall be entitled to trace the sale or insurance proceeds, which proceeds shall be held by you in a separate bank account on trust for us.

If you incorporate goods into composite products, title in the composite products shall vest in us until payment in full is received, for all goods supplied to you by us and proceeds from any sale or other disposition prior to payment in full shall belong to us to the extent of all sums due.

Our right to retain title shall not affect our rights as an unpaid seller.

If you fail to make any payment when due or become bankrupt or commit an act of bankruptcy, or become insolvent, or have judgement entered against you in any Court, or enter into or seek to enter into any scheme of arrangement, composition, assignment for the benefit of, or other arrangement with, your creditors or any class of creditors, or an application is made for an order a meeting is convened to consider a resolution, a resolution is passed or an order is made that you be wound up or otherwise dissolved and/or that a liquidator or a provisional liquidator be appointed, or if a receiver or receiver and manager is appointed, in respect of all or part of your assets, we shall be entitled, and you hereby grant a licence to us, to enter any premises of our where the goods are situated with or without notice and to re-take possession of and remove, **at your cost and expense, the goods** in respect of which title has not passed to you at that date, notwithstanding that the goods may have been affixed to other goods or to land (and the goods and each part thereof shall be and be deemed to be a severable chattel notwithstanding any such affixation). We shall be entitled to use your name and to act on your behalf in exercising such rights and that we shall not be liable for any costs, losses, damages or other expenses suffered by you or any third party in respect of such retaking of possession and removal of the goods.

Patent and Design Rights

In the event of any claim or claims in respect of any infringement of letters patent, registered design, trademark or copyright patent (the specification of which is published prior to the date of the order) related to any part based on a design specified by us (other than a part based on a design specified by you) we will at our expense either replace or modify such part with a non-infringing part or procure for you the right to use such part provided that we are given full opportunity to conduct all negotiations in respect of such claims, but in no event shall we have any liability for losses arising from use or non-use of any infringing part. You on your part warrant that any design or instruction furnished or given by you shall not be such as will force us to infringe any letters patent, registered design, trademark or copyright in the execution of your order.

Patent and design rights relating to goods offered or supplied by us shall remain our absolute property and our designs and drawings shall not be reproduced or disclosed without our written consent. You will not, without our written consent, copy or allow others to copy any drawings, goods or part thereof supplied by us.

Cancellation or Deferment

In the event of your cancelling an order, you will pay to us the full price of the goods together with the full unamortized costs of materials, dies, tools, patterns and fixtures made or contracted specifically for your order. We will only agree to defer or delay manufacture of goods on and subject to conditions stipulated by us in writing at that time. Payment of all labour costs incurred for that order to date must be paid in full. Payment in full will be due on presentation of our invoice.

Warranty

We warrant that for a period of six (6) months from the date of delivery and/or installation, the goods supplied to you shall be free from defects in material and workmanship under normal use and service. This warranty does not apply to normal wear or to damage resulting from abnormal use, misuse, abuse or accident. In the case of goods manufactured by others, we will give you the same warranty given us by the manufacturer or supplier thereof, provided always that defective items are delivered to our works at your expense.

Except to the extent that the Trade Practices Act 1974, as amended, and other statutes, rules or regulations for the time being in force imply conditions, warranties or obligations which cannot, or cannot except to a limited extent, be excluded, restricted or modified:

All warranties, representations, promises, conditions or statements regarding goods or services supplied, either expressed or implied including without limitation, warranties, representations, promises, conditions or statements as to the description, merchantable quality, suitability or fitness of the goods or services not expressly referred to herein, are hereby expressly excluded to the extent permitted by law; and

To the extent permitted by law, we shall under no circumstances be liable for any form of damages (including but not limited to incidental, special, consequential or general damages) in connection with or arising out of the supply or use of goods or performance of services howsoever arising, even if due to our negligence, or the negligence of our servants, agents, sub-contractors or suppliers.

To the extent that the Trade Practices Act 1974 and the aforesaid statutes, rules or regulations are applicable, these conditions shall be read subject thereto, and to the extent to which we are entitled to do so, we hereby limit our liability under such legislation, at our option, to:

in the case of the supply of goods:

the replacement of the goods or the supply of equivalent goods; or
the payment of the cost of replacing the goods or of acquiring equivalent goods; or
the payment of the cost of having the goods repaired; or
the repair of the goods.

in the case of services:

the supply of the services again, or
the payment of the cost of having the services performed again.

Warranty for repairs is based on preventative maintenance required on the equipment and environment that the equipment is subjected to.

Parts used must be maintained to an acceptable level to prolong the life of the equipment. Equipment must not be misused or abused.

Generally, labour warranty is 3 months. Parts warranty is based on manufacturer's conditions.

Parts not supplied by ALLscope Industrial Services are not warranted by ALLscope Industrial Services. The replacement cost including labour will be charged at the appropriate rate.

Parts not designed by ALLscope Industrial Services are not warranted. This includes parts manufactured by ALLscope Industrial Services to client's or other entity's specifications.

Arbitration

If any questions, disputes or differences whatsoever shall arise in connection with these conditions, **either party may give written notice** to the other and the same shall be referred to the arbitration of a person mutually agreed upon, or failing agreement, to a person appointed by the President of the Institute of Engineers of Australia at the time of the question, dispute or difference. The decision of such arbitration shall be binding upon both parties. During such arbitration, both parties may be represented by a duly qualified legal practitioner.

Law of Agreement

These conditions, and any contract entered into between us, shall be construed in accordance with, and governed in respects by, the laws of the State of NSW and the parties hereto agree to submit, subject to recourse to arbitration as herein provided, to the non-exclusive jurisdiction of the courts of that State.

Force Majeure

If we are prevented or delayed (directly or indirectly) for making delivery of the goods or any part thereof on the agreed date of delivery or from otherwise performing any contract between us or any part thereof by reason of act(s) of God, war, embargo, riot(s), strike(s), lock-out(s), trade dispute(s), fire(s), break-down, inclement weather, interruption of transport, Government action, delay in delivery to us of any of the goods or materials or by any cause whatsoever (whether or not of like nature to those specified above), outside our control, we shall be under no liability whatsoever to you and shall be entitled at our option (to be notified in writing to you) either to cancel the contract or without any liability to extend the time or times for delivery performance of the contract or any part thereof by a period equivalent to that during which such delivery or performance has been prevented by any of the restrictions hereinbefore referred to.

Miscellaneous

Our failure to enforce or exercise at any time or for any period of time any term of any contract incorporating these conditions shall not constitute or be construed as a waiver of such term and shall in no way affect our right thereafter to enforce or exercise the same.

The invalidity or unenforceability of any of these conditions shall not affect the validity or enforceability of the remainder of these conditions.

Public Liability Cover

Insurance company	Vero Insurance Limited TRC
ABN 48005297807	
Insurance Broker	Insurance Brokers of NSW (Lic #239101)
ABN 54091769854	
Policy number	SME008771617
Expiry date	31-01-2011
Amount	\$20,000,000.00

Workers Compensation

Insurance company	Gallagher Bassett Services
ABN 83 564 379 108 009	Workers Compensation NSW
Policy number	FC2019031790122
Expiry date	13-01-2011

**INSURANCE BROKERS
OF NSW UBI**
Post Office Box 9279
HARRIS PARK NSW 2150



INSURANCE BROKERS OF NSW
UBI
Post Office Box 9279
HARRIS PARK NSW 2150

Issue Date: 13 January 2010

Dear INSURANCE BROKERS OF NSW UBI,

We are pleased to confirm that D&C INDUSTRIAL SERVICES are covered by the Steadfast Business Insurance policy until 4.00pm on 31 January 2011 as per the details shown on the enclosed certificate.

Please call us on 1300 888 071 if you have any further queries.

Yours sincerely

Mark Coss
Executive Manager, SME Customer Development

Policy Number
SME008771617

Policyholder
D&C INDUSTRIAL
SERVICES

Period of Insurance
31 January 2010 to 31 January
2011 at 4.00pm

Policyholder Address
PO BOX 6127
22 ORAMZI
GIRRAWEEEN NSW
2145

Vero Enterprise is a division of
Vero Insurance Limited
ABN 48 005 297 807

OCCUPATIONAL HEALTH AND SAFETY, QUALITY AND ENVIRONMENTAL POLICY

The ALLscope Industrial Services team is committed to achieving a high standard of quality and value for products and service they supply to their customers. Our aim is to exceed our client's expectations and comply with the relevant Australian Standards.

The procedures used during any job will always insure the safety of our staff, our clients and general public. The procedures and products used will also be friendly to our environment. On completion all jobs are evaluated to ensure that hazards have been eliminated including environmental and OH&S. We will attempt to carry out this pledge as efficiently as possible to maintain our value for money promise.

These high standards will be achieved through both the company and it's employees actively demonstrating commitment to this policy. We encourage involvement in the effective management of an occupational, health and safety, quality assurance and environmental program through identification, assessment and control.

We also encourage our clients to eliminate hazards and reduce waste by maintaining equipment through our preventive maintenance programs. Our machine rebuilding facility also prolongs the life of equipment and reduces waste by recycling equipment. All product waste is recycled. This includes but is not limited to metals, paper and oil products.

ALLscope Industrial Services prides itself on quality and value products and services that are safe and environmentally friendly.

David Camilleri

David E. Camilleri
Managing Director

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