



# ADELAIDE CRANE MAINTENANCE

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## Terms & Conditions

Adelaide Crane Maintenance (hereafter referred to as The Company) trading as Adelaide Crane Maintenance – Standard terms and Conditions of Sale. Effective 01.02.2016

- a) The Customer hereby warrants that the information comprised in the first scheduled hereto is true accurate and is supplied for the purpose of obtaining credit.
- b) The Customer warrants that are the persons signatures appearing on this Agreement are duly authorised by the Customer to apply for credit and execute this Agreement.
- c) The Customer agrees to adhere to the terms and conditions of this Agreement.
- d) Jurisdiction - Notwithstanding any implication of the law to the contrary, all contracts between the Customer and the Company shall be deemed to be made and construed and to be enforceable in and according to the laws of the State of South Australia and by mutual consent to be subject to the jurisdiction of the courts of that State.
- e) Claims – Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a customer must be in writing and given to the Manager of The Company within 24 hours of delivery.
- f) In the event of The Seller granting credit facilities to the customer then the following terms apply:-
  - (i) All accounts are to be settled within 30 days from the end of month in which good/services are purchased.
  - (ii) First transaction requires COD payment after which the account reverts to a standard 30 day account.
  - (iii) That should the Customer default in the payment of any monies due under this agreement then all monies due to The Company shall immediately become due and payable and shall be paid by the customer within 7 days of the date of demand and The Company shall be entitled to charge interest on all amounts not paid by the due date for payment and the customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date The Company receives payment at such rate, up to but not exceeding 2.5% per month.
  - (iv) Any expenses cost of disbursements incurred by The Company to recover any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer providing that those fees do not exceed the scale charges as charged by the debt collection agency/solicitor.
  - (v) The Company is entitled without notice to terminate any credit arrangement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.
  - (vi) The Company is entitled at any stage during the contingency of this agreement to request such security or additional security as The Company shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained or for any reason at The Companies discretion.
- g) Title and Risk
  - (i) Risk passes to Customer on delivery. All goods/ equipment shall remain the property of Adelaide Crane Maintenance until all debts due to Adelaide Crane Maintenance by the Customer are paid in full.
  - (ii) Customer shall be Bailee of Goods in its possession whose title remains with Adelaide Crane Maintenance.
  - (iii) Goods in the Customers possession must be clearly identifiable as the property of Adelaide Crane Maintenance.

- (iv) If Customer fails to pay, any debt due to Adelaide Crane Maintenance by the date of payment Adelaide Crane Maintenance may retake possession of Goods. All Adelaide Crane Maintenance rights to claim damages for the Customer for breach of contract.
  - (v) Customer irrevocably authorizes Adelaide Crane Maintenance and its servants and agents to enter upon the Customer's premises without notice at any time, for the purposes of examination or recovery of Goods.
  - (vi) Customer shall indemnify Adelaide Crane Maintenance against any loss of expense arising from the Customer breaching this contract.
  - (vii) If Customer makes new Goods or other Goods from or with Goods, these new Goods are Goods for the purpose of this contract.
- h) These conditions of sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the Customer or the liabilities imposed upon Adelaide Crane Maintenance by any condition or warranty implied but the Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction or modification.
  - i) Adelaide Crane Maintenance shall not be liable to the purchaser by reasons of delays in delivery of goods and or services.
  - j) Any legal action taken for enforcement of recovery of monies may be taken out in a court having jurisdiction in the state of South Australia and the Customer consents to any proceedings being heard in the court where action is commenced.
  - k) If any of these terms and conditions is or becomes for any reason wholly or partly invalid that term and condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity remaining conditions.
  - l) In the case of a Trust Company, we acknowledge that the Trustee shall be liable on the account and that in addition the assets if the trust shall be available to meet payment of the account.
  - m) Privacy Act – Acknowledgement that credit information may be given to a credit-reporting agency, the Customer understands that section 18E (8) (C) of the Act allows Adelaide Crane Maintenance to give credit reporting agency personal information about customer. The information which may be given to an agency is covered by section 18E (1) of the Act and includes: Particulars to identify the Customer, payments which become overdue more than 60 days, advice that payments are no longer overdue, cheques of \$100 or more drawn by the Customer which a bank has dishonoured more than once, in specified circumstances, that in the opinion of Adelaide Crane Maintenance the Customer has committed a serious credit infringement, that the credit provided to the Customer by Adelaide Crane Maintenance has been discharged.
  - n) Authority for Adelaide Crane Maintenance to obtain certain credit information. To enable Adelaide Crane Maintenance to assess the Customer application for commercial or personal credit, the Customer authorises Adelaide Crane Maintenance as follows: If asked to provide commercial credit, to obtain from a credit reporting agency credit report containing personal credit information about the Customer. This is in accordance with section 18K (1) (b) of the Act. If asked to provide personal, to use a credit report containing information about the Customers commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person. This is in accordance with section 18L (4) of the Act.
  - o) Authority to exchange information with other credit providers. In accordance with section 18N (1) (b) of the Act, the Customer authorises Adelaide Crane Maintenance to give and receive from the credit providers named overleaf or that may be named in credit report issued by a credit reporting agency, information in Adelaide Crane Maintenance Pty Ltd possession or the other credit providers possession about the Customers creditworthiness, credit standing, credit history and credit capacity. The Customer understands the information may be used to (a) Assess an application for credit by customer, (b) Assist Adelaide Crane Maintenance in avoiding default on the Customers credit obligations, (c) Notify other credit providers of a default by the Customer, (d) Assess Customers creditworthiness.

Signature ..... Print Name .....

Position Held in Company .....Date .....