

AME System Terms & Conditions

Please read our terms and conditions carefully as making a purchase or becoming an AME System customer indicates acceptance of these terms. These terms and conditions are subject to change at any time without notice. All transactions are governed by the terms and conditions in place at the time of the transaction.

By submitting an order or becoming a customer of AME System, you agree to be bound by these terms and conditions.

These terms and conditions apply to, and are also limited to, the ActivConsole and ActivDesk range of products and accessories sold by AME System.

1. INTERPRETATION/TERMS

These terms, together with any credit limits set by AME System, are effective from date of acceptance by Customer and may be amended or superseded from time to time by notice given by AME System by any means.

- a. "AME System" – refers to AME System Pty Ltd and all products
- b. "ActivConsole" – refers to the line of control room furniture AME System Pty Ltd designs and manufactures
- c. "ActivDesk" – refers to the line of height adjustable desks and desk top units AME System Pty Ltd design and manufactures
- d. "Accessories" – refers to, and is limited to, all products that are listed and are for sale from AME System
- e. "Customer" – refers to the person/company/organisation responsible for purchasing goods from AME System
- f. "Goods" – refers to all goods and/or services supplied to Customer, or ordered by Customer but not yet supplied, and includes goods described on any quotation, invoice, purchase order or any other document including any recommendations and advice from AME System
- g. "Price" – refers to the cost of the Goods as referred to in AME System's price lists, prepared quotes and/or specific arrangements with Customer and are subject to change from time to time without notice
- h. "Customised" – refers to any modification to any Goods that have been modified to suit a particular Customer, individual or task

2. RETENTION OF TITLE

- a. Property in all the Goods supplied remains vested in AME System and does not pass to Customer until all monies owing to AME System by Customer together with all collection, repossession and/or legal costs incurred, have been paid in full. AME System may demand at any time until title has passed to Customer that Customer returns the Goods or any part of them. The fixing of the Goods by Customer to any other asset or premises will not affect AME System's ownership under this clause, and AME System reserves the right to detach any such Goods
- b. The Goods, whether as separate chattels or separate components, must be stored in such a manner as to be clearly identifiable as the property of AME System until title has passed to Customer
- c. Until full payment has been made, Customer will hold the Goods in a fiduciary capacity for AME System, separate from any other assets and clearly identified as AME System property
- d. Upon delivery the Goods shall be ex works at Customer's risk. Nevertheless, both the legal and equitable title to the goods will remain with AME System until AME System has received payment for the full purchase price (as per clause 2a)
- e. Where payment is to be made by instalments, the title in respect of all the goods shall not pass to Customer until the full purchase price has been paid
- f. In the event that Customer defaults in payment of any monies owing to AME System, AME System and its employees/agents have the right to enter without notice upon Customer's premises or any other premises where the Goods are known to be stored to repossess the Goods and for this purpose Customer must grant reasonable access rights to AME System, its employees and agents to do all things required to secure repossession
- g. Notwithstanding the above, Customers may dispose of Goods in the ordinary course of business in good faith and for valuable consideration. In such case, the funds generated by which are deemed to be held in trust for AME System
- h. AME System reserves the right to waive or enforce any provision of clause 2 at its discretion

3. ORDERS

- a. All orders to AME System must be in writing
- b. Prices and products of all AME System Goods are subject to change without notice at any time. All prices quoted exclude GST unless explicitly stated.
- c. Pricing of all AME System Goods will be made available at the discretion of AME System
- d. Amendments to orders can be made by contacting AME System directly in writing. Delivery costs may apply if order has already been dispatched
- e. After an order is accepted, should any Goods become temporarily unavailable or discontinued, AME System will notify Customer within 48 hours. Should the client wish to cancel their order as a result Customer may, without penalty, cancel the order by written notice to AME System within 48 hours of cancellation notice
- f. Cancellation outside of the timeframe stated in clause 3a will incur a 25% restocking fee. Any amendment outside this timeframe may incur an administration cost. Goods must be returned as new, unused and resalable condition. Postage costs are non-refundable
- g. ActivConsole products are customised specifically for a Customer, therefore we cannot offer refunds or exchanges on any product deemed to be customised due to change of mind or cancellation

4. PAYMENT

- a. New Customer orders must be paid in full prior to delivery, unless otherwise agreed between AME System and Customer
- b. To arrange an account, Customer must contact AME System directly and complete a credit application form. This completed form will then be assessed by AME System and the applicant will be notified if successful. Customer must have made at least one successful transaction with AME System prior to applying for a credit account
- c. All account payment terms are 30 days from date of invoice, unless otherwise agreed upon in writing between AME System and Customer
- d. Credit card payments over \$10,000 will not be accepted
- e. For all orders for goods to the value of \$30,000 to \$49,999, AME System will require a deposit of 50% of the total order value, unless otherwise agreed upon in writing between AME System and Customer
- f. For all orders for goods to the value of \$50,000 and above, AME System will require a deposit of 25% of the total order value, unless otherwise agreed upon in writing between AME System and Customer, with agreed milestone payment to be made at the discretion of AME System
- g. Customers are required to pay all invoiced amounts for purchases, in full and with no deduction or set-off, no more than 30 days of invoicing, unless otherwise agreed upon in writing
- h. In the event of a dispute, the entire undisputed portion of the account must be paid in accordance with these Terms
- i. Should AME System consider it necessary to incur legal and/or other expenses, including expenses to any debt collection agency, in obtaining, or attempting to obtain, payment for any amount due by Customer, Customer is liable for all such expenses
- j. Interest on overdue amounts may be charged at a rate of 2.5% per calendar month or part thereof and Customer is liable for, and expressly undertakes to pay, all such interest
- k. Customer is liable for, and expressly undertakes to pay all fees for all costs incurred as a result of any electronic banking transaction being dishonoured for any reason

5. DELIVERY

- a. Any required modification by AME System to design, requested by Customer, after completion and confirmation of design has been agreed upon by Customer, may result in additional charges and extended lead times. AME System accepts no liability for any delay this may cause in the project scheduling
- b. Customer shall take delivery of the Goods at Customer nominated delivery site, unless otherwise advised in writing
- c. Dispatch and delivery dates are provided as a guide only. AME System accepts no responsibility for any failure to deliver products within the expected delivery time. Project lead times vary depending on order size and quantity and will be advised upon request at time of quotation
- d. All quoted lead times do not include delivery timeframes
- e. Delivery to multi-storey locations and/or outside normal business hours (7am-4.30pm) may incur additional charges
- f. All delivery charges must be paid by Customer, unless otherwise agreed upon between AME System and Customer
- g. The delivery site must be clear and free from obstruction, with unfettered access to lift facilities. AME System accepts no liability for any delay in the project schedule should this not be the case. AME System reserves the right to charge, at their discretion, for lost time, should AME System deem it necessary, to clear a path in order to complete their delivery conditions
- h. AME System is not liable for any loss/damage, including consequential loss/damage, arising from the delay or failure in delivery of Goods, either whole or in part, due to circumstances beyond its control
- i. AME System is under no obligation to deliver Goods if their full price has not been paid and AME System has reasonable doubts as to the solvency of Customer
- j. AME System will use all reasonable endeavours to deliver Goods to Customer in accordance with the times stated in any contract between AME System and Customer. However AME System will not be liable to Customer if delivery is not on time
- k. If Customer does not take delivery of the Goods on the date specified in a contract between AME System and Customer or any other date as notified by AME System to Customer (other than as a result of any act or omission from AME System), payment for the Goods (if not already paid in full) will be due on the date specified and interest may accrue at the standard rate of 2.5% per calendar month until payment is made
- l. AME System will delivery to states and territories within mainland Australia and Tasmania using its standard transport carrier. All deliveries outside these areas are ex works, and risk shall pass to Customer when the Goods leave AME System's premises. Customer must pay a freight charge and/or other applicable charges per order. Customer is liable for all (i) charges related to hand unloading, crane or tail-lift charges; (ii) charges for specific equipment or specialised services; and (iii) charges arising from failed delivery or re-delivery (including storage charges)
- m. International deliveries: Customer is responsible for the importation of products into their country and must obey the regulations concerning import duty, taxes and customs requirements. AME System will not be liable for any costs incurred and Customer explicitly agrees to pay all fees/duties/taxes when they become known, otherwise AME System reserves the right to cancel/amend any order of Goods placed by Customer

6. DEFECTS/RETURNS

- a. If an ActivConsole product is faulty, and the part is still under warranty, AME System must first authorise the Goods for return to factory for assessment. Once Goods have been deemed faulty by AME System, replacement Goods will be dispatched to Customer.
- b. (i) Customer must inspect the Goods upon delivery and will, within 7 days of delivery in the case of defects or short deliveries, and within 14 days of dispatch in the case of non-delivery, notify AME System of any defects, short deliveries or any failure to fulfill the quotation or order; (ii) Customer will, within a reasonable time following the giving of notice under clause 5a, grant AME System access to the Goods, if required, in order to inspect for any alleged defects; (iii) should Customer fail to notify AME System within the specified period then the Goods are deemed to be in compliance with the order and free from any defect.
- c. Returns will be accepted only if prior arrangements have been made with AME System and charges, including but not limited to re-stocking fees of up to 25%, may apply. The cost of sending the goods back to AME System is exclusively the Buyer's liability and will not be included in any refund amount or exchange.
- d. Customer is liable for any costs associated with the return of Goods, unless previously advised.
- e. All Goods must be returned in resalable condition with original packaging still intact and all items included. Should the Goods be returned to AME System in an unsatisfactory condition, AME System shall choose whether or not to refund the Goods. If the Goods are deemed to not be resalable, all Goods will be returned to the Buyer.

7. INSTALLATION

- a. AME System only offers installation services on the ActivConsole product range
- b. Installation is provided only upon request and must be quoted on an individual job basis, prior to any works being carried out
- c. All necessary information regarding the install must be provided to AME System prior to quotation. This includes but is not limited to:
 - i. Site Address
 - ii. Site access details relevant to delivery of Goods (ie. Large crates, non-standard pallets, etc)
 - iii. Site access details relevant to transporting the Goods by AME System staff into the building/site
 - iv. Any relevant induction processes that AME System staff must carry out prior to working on site
 - v. Any relevant documentation that must be completed and/or submitted by AME System prior to inductions or working on siteFailure to provide the above information or any other requested details prior to quotation on installation works may incur additional charges
- d. AME System does not supply or install any auxiliary electrical hardware (supplied by Customer or any other third party) on/In the ActivConsole product, unless otherwise agreed with AME System

8. CANCELLATION

- a. AME System may amend an order or cancel any order of Goods at any time before delivery by giving notice to Customer by any means. If AME System amends an order, Customer may without penalty cancel the order by written notice to AME System seven days of such amendment
- b. AME System is not liable for any loss/damage, including consequential loss/damage, arising from such cancellation
- c. In the event that Customer cancels delivery of Goods (except where such cancellation follows an amendment by AME System), Customer is liable for costs incurred by AME System up to the time of the cancellation including, but not limited to, any re-stocking fees incurred by AME System

9. LIMITED LIABILITY

- a. AME System accepts no responsibility for changes in any law which may affect supply of Goods
- b. AME System hereby excludes, to the extent permitted by law, any liability arising for consequential loss or damage caused by, or arising out of, the misuse of goods or mistreatment occurring in respect of the goods
- c. Liability is also excluded for any other act of accidental default interfering with the manufacture, dispatch or delivery of goods beyond the control of AME System
- d. AME System is not liable for any breach of these Terms or any provision of any contract between AME System and Customer if such breach arises from an act of God, natural disaster, terrorism, war or any other, specified or un-specified, occurrence beyond the control of either party
- e. AME System does not accept any liability for the incorrect ordering made by Customer of any of its Goods



f. Should you wish to contact our customer services department please use the contact us button on our website and submit your query or email us at sales@amesystem.com.au or call +61 3 9574 8044 during business hours.