

TERMS AND CONDITIONS OF TRADE

Quotations, engineering services, manufacturing, tooling and supply of goods

Business	AAA Stutchbury Engineering Pty Ltd (ABN 11 119 719 014)
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1. Definitions and interpretation

1.1 In these Terms, unless the context requires otherwise:

Company means AAA Stutchbury Engineering Pty Ltd, including its authorised employees and agents.

Customer means the person or entity identified in the Quote, purchase order or other Order documentation.

Contract means the agreement between the Company and the Customer comprising the accepted Quote, any written order acknowledgement, these Terms and any other document expressly incorporated by written agreement.

Goods means all parts, components, materials, products, prototypes, tooling and other goods supplied or to be supplied by the Company.

Order means a request by the Customer for the Company to supply Goods or Services, whether made by purchase order, acceptance of a Quote, email or other agreed method.

Quote means a written quotation issued by the Company.

Services means engineering, design, machining, fabrication, moulding, assembly, repair, modification, testing, consulting and other services supplied by the Company.

Specifications means the drawings, dimensions, materials, tolerances, samples, standards, performance requirements and other written requirements agreed for an Order.

Tooling means dies, moulds, jigs, fixtures, gauges, patterns, programs and associated production equipment.

1.2 A reference to writing includes email. Headings are for convenience only and do not affect interpretation. The words 'including' and 'includes' do not limit what follows.

2. Application of these Terms

2.1 These Terms apply when they are provided with, linked to, or referred to in a Quote, order acknowledgement or other document before the Customer places or confirms an Order.

2.2 The Customer may propose changes to these Terms. A change applies only if it is recorded in writing and accepted by an authorised representative of the Company.

2.3 If documents conflict, the following order of priority applies: (a) a written variation signed or expressly accepted by both parties; (b) the Company's order acknowledgement; (c) the Quote; (d) these Terms; and (e) the Customer's purchase order. A Customer purchase order does not vary the Contract merely because the Company accepts or fulfils the Order.

2.4 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, restricted or modified.

3. Quotes and Orders

3.1 Unless the Quote states otherwise, a Quote is open for acceptance for 30 days and may be withdrawn before acceptance. A Quote is based on the information available when it is issued.

3.2 An Order becomes binding when the Company accepts it in writing, starts work with the Customer's authority, or receives an agreed deposit or upfront payment.

3.3 The Customer must check the Quote, Specifications, quantities, delivery details and commercial terms before placing an Order and promptly advise the Company of any discrepancy.

3.4 If a Customer cancels or reduces an accepted Order, the Customer must pay for work reasonably performed, materials reasonably ordered or committed, non-cancellable supplier charges and other unavoidable costs incurred up to cancellation. The Company will take reasonable steps to minimise those costs and will refund any unused part of a deposit after deducting amounts properly payable.

4. Prices, GST and payment

4.1 Prices are in Australian dollars and exclude GST unless the Quote states otherwise. GST and any other applicable taxes, duties, freight, packaging or third-party charges will be added where stated or lawfully payable.

4.2 Payment is due in accordance with the Quote or invoice. Unless other terms are agreed in writing, the first Order is payable as stated in the Quote and any remaining balance is payable on completion before collection or dispatch.

4.3 The Company may request an upfront payment for special materials, bought-in components or other committed supplier costs. The Quote will state the amount and timing where practicable.

4.4 If a supplier price, exchange rate, tax, duty or freight cost changes materially before the Company commits that cost, the Company will explain the change and request the Customer's approval before adjusting the affected price. If the parties cannot agree, either party may cancel the unperformed part of the Order, with the Customer paying only the reasonable costs described in clause 3.4.

4.5 The Customer must raise a genuine invoice dispute promptly and pay any undisputed amount by the due date. The parties will work in good faith to resolve the disputed amount.

4.6 Overdue amounts may accrue interest from the due date at the Reserve Bank of Australia cash rate target plus 4% per annum, calculated daily, together with reasonable external costs actually incurred in recovering the debt. This clause does not apply to an amount subject to a genuine unresolved dispute.

5. Credit, security and PPSA

5.1 Any credit facility is subject to the Company's approval and may include a reasonable credit limit. The Company may review credit arrangements if the Customer's payment history or financial circumstances materially change.

5.2 To the extent the Personal Property Securities Act 2009 (Cth) applies, the Customer grants the Company a security interest in Goods supplied on credit and their identifiable proceeds to secure payment for those Goods.

5.3 The Customer authorises the Company to make registrations reasonably necessary to protect that security interest and must promptly provide accurate information reasonably required for registration. The Customer is not required to reimburse registration fees unless the Quote or credit application says so.

5.4 The Company will discharge or amend a registration when the secured obligations have been paid and the registration is no longer reasonably required.

6. Specifications, drawings, samples and approvals

6.1 The Company will manufacture or perform the Services to the Specifications recorded in the Contract.

Where Specifications are incomplete, the parties will work together to clarify the required outcome before the affected work proceeds.

6.2 Unless the Company has expressly accepted design responsibility in writing, the Customer remains responsible for the design, dimensions, fit, function, regulatory compliance and suitability of Customer-supplied drawings, models, samples and Specifications. The Company will notify the Customer if it identifies an obvious issue, but is not required to independently verify the Customer's design.

6.3 Where samples, prototypes, first-off parts or proofs are supplied for approval, the Customer must assess them against the agreed Specifications. Written approval authorises the Company to proceed on that basis. Changes requested after approval are treated as a variation.

6.4 Goods are subject to the tolerances, finish standards and acceptance criteria stated in the Quote, drawing, approved sample or other agreed Specifications. Ordinary variations inherent in the agreed manufacturing process are acceptable only to the extent they remain within those criteria.

6.5 Colour and appearance may vary between material lots, production runs and viewing conditions. Where colour or appearance is important, the agreed sample or written colour specification will be the acceptance standard.

7. Variations

7.1 Either party may propose a change to the scope, Specifications, quantity, timing or method of supply. The Company will advise any reasonably foreseeable effect on price and timing before carrying out a material variation.

7.2 A variation is binding when accepted in writing or when the Customer instructs the Company to proceed after being advised of the expected effect. Urgent minor work requested orally may be confirmed by email as soon as reasonably practicable.

8. Materials and bought-in components

8.1 Materials and components will be as stated in the Specifications. If a specified product is unavailable or subject to an unreasonable minimum order, delay or price change, the Company may propose an alternative, but will not use a material alternative without the Customer's approval.

8.2 Published supplier data and certificates are passed on in good faith. Unless the Company has expressly agreed to conduct independent testing, the Company is entitled to rely on information provided by reputable suppliers.

8.3 Where the Customer supplies materials or components, the Customer warrants that they are suitable for the intended process and use, correctly identified, safe to handle, and supplied in sufficient quantity allowing for reasonable setup and process waste. The Company is responsible for loss or damage caused by its failure to exercise reasonable care.

8.4 Unused Customer-supplied material will be returned on request at the Customer's cost or otherwise dealt with as agreed. The Company may charge reasonable storage costs after giving prior written notice.

9. Tooling

- 9.1** Ownership of Tooling will be stated in the Quote. Payment of a tooling contribution does not transfer ownership unless the Quote expressly says that the Customer will own the Tooling after full payment.
- 9.2** Tooling supplied by the Customer, or stated to be Customer-owned, remains the Customer's property. The Company will exercise reasonable care while it is in the Company's possession, subject to normal wear, deterioration and risks inherent in storage and use.
- 9.3** Inspection or sighting of existing Tooling is not a guarantee that it will run correctly or safely in the Company's machines. If trials identify repairs, modifications, new fittings, setup work or safety work, the Company will discuss the issue with the Customer and obtain approval for additional charges before proceeding, except for urgent steps reasonably required to prevent injury or property damage.
- 9.4** Unless included in the Quote, maintenance, repair, modification and replacement of Customer-owned Tooling are chargeable with the Customer's prior approval. The Company is responsible for damage caused by its negligence or failure to follow agreed operating requirements.
- 9.5** If Customer-owned Tooling has not been used for 24 months, the Company may ask the Customer to collect it or agree to storage charges. The Company may dispose of it only after giving at least 60 days' written notice to the Customer's last notified contact details and giving a reasonable opportunity for collection.
- 9.6** The Customer must pay reasonable packing and transport costs for return of Customer-owned Tooling. The Company may retain possession only to the extent permitted by law and any valid security interest.

10. Production quantities and waste

- 10.1** The Company will use reasonable efforts to supply the ordered quantity. Any permitted over-run, under-run, minimum batch quantity or charge for setup pieces and process waste must be stated in the Quote or otherwise agreed.
- 10.2** Scrap, runners, offcuts and process waste generated from Company-owned materials remain the Company's property unless agreed otherwise. Customer-owned material remains subject to clause 8.4 after allowing for reasonable process waste.

11. Delivery, collection and delay

- 11.1** Delivery dates are reasonable estimates unless the Company expressly agrees in writing that a date is guaranteed. Lead time normally begins when the Company has the accepted Order, required payment, final Specifications, approvals and any Customer-supplied items needed to start work.
- 11.2** The Company will keep the Customer reasonably informed of a material delay and will take reasonable steps to minimise it. If a delay becomes substantial, the parties will discuss a revised program. Any right to cancel is subject to payment for completed work and unavoidable commitments under clause 3.4.
- 11.3** Delivery, freight, insurance, packaging and unloading are included only if the Quote says so. The Customer must provide safe and reasonable access for delivery and unloading.
- 11.4** The Company may deliver an Order in reasonable instalments where necessary for production or logistics, after consulting the Customer if this would materially affect cost or operations.
- 11.5** If completed Goods are not collected or cannot be delivered due to the Customer, the Company may charge reasonable storage and re-delivery costs after giving notice.

12. Risk and title

- 12.1** Risk in Goods passes to the Customer on collection, delivery to the Customer's nominated carrier, or delivery to the agreed destination, as applicable. The Company remains responsible for loss or damage caused by its failure to exercise reasonable care before risk passes.
- 12.2** Title to Goods supplied on credit remains with the Company until the Customer has paid all amounts owing for those Goods. Until title passes, the Customer must keep the Goods identifiable where reasonably practicable and must not grant an inconsistent security interest in them.
- 12.3** If the Customer sells or uses Goods in the ordinary course of business before paying for them, the Company's security interest continues in identifiable proceeds to the extent provided by law.

13. Inspection, non-conforming Goods and returns

- 13.1** The Customer should inspect Goods promptly after receipt. Apparent shortages, transit damage or non-conformity should be notified within 10 business days, with reasonable details and photographs where helpful. Latent defects should be notified promptly after discovery.
- 13.2** A failure to notify within that period does not remove any right that cannot lawfully be excluded. Prompt notice helps the Company investigate, preserve evidence and limit further loss.
- 13.3** The Customer must not return Goods without first contacting the Company and obtaining reasonable return instructions. The Company will bear reasonable return costs where Goods are confirmed to be defective or non-conforming and the Company is responsible.
- 13.4** The Company may inspect or test disputed Goods. If the parties agree that the Goods do not meet the Contract, the Company will provide an appropriate remedy under clause 15.

14. Intellectual property and confidentiality

- 14.1** Each party retains ownership of intellectual property it owned or developed independently before the Contract. The Customer retains ownership of Customer-supplied drawings, data, designs, samples and confidential information.
- 14.2** Unless the Quote states otherwise, the Company retains ownership of its manufacturing know-how, processes, methods, programs, templates and improvements of general application. The Company may use these matters for other work provided it does not disclose the Customer's confidential information or reproduce Customer-owned designs without authority.
- 14.3** Ownership and permitted use of project-specific drawings, designs, programs or Tooling created by the Company will be as stated in the Quote. If the Quote is silent, the Customer receives a non-exclusive licence to use paid project-specific deliverables for operating and maintaining the Goods, while the Company retains ownership.
- 14.4** Each party must keep the other party's confidential information secure, use it only for the Contract and disclose it only to personnel and advisers who need it and are subject to confidentiality obligations. This does not apply to information already lawfully known, independently developed, public through no breach, or required to be disclosed by law.
- 14.5** The Customer warrants that the Company's authorised use of Customer-supplied designs, data, materials and instructions will not infringe a third party's rights. The Customer is responsible for third-party claims to the extent caused by a breach of this warranty, subject to the Company promptly notifying the Customer and allowing reasonable involvement in the response.

15. Consumer law, warranties and remedies

- 15.1** The Australian Consumer Law may imply guarantees or provide remedies that cannot be excluded. Nothing in the Contract excludes, restricts or modifies those rights or remedies.
- 15.2** Subject to clause 15.1, and only where permitted and fair and reasonable under section 64A of the Australian Consumer Law, the Company's liability for a failure to comply with an applicable guarantee is limited, at the Company's option, to: (a) for Goods, replacement, repair, supply of equivalent goods, or payment of the reasonable cost of replacement or repair; and (b) for Services, supplying the Services again or paying the reasonable cost of having them supplied again.
- 15.3** Any additional express warranty stated in a Quote applies on its stated terms. Otherwise, the Company warrants that it will exercise due care and skill and that Goods will materially conform to the agreed Specifications at delivery.
- 15.4** The Company is not responsible for a defect or failure to the extent caused by normal wear, misuse, incorrect storage or installation, unauthorised modification, operation outside agreed conditions, Customer-supplied design or material, or failure to follow reasonable instructions.

16. Liability

- 16.1** To the extent permitted by law, neither party is liable to the other for indirect or consequential loss that was not reasonably foreseeable when the Contract was made, including loss of opportunity or profit. This does not exclude direct loss reasonably arising from a breach.
- 16.2** To the extent permitted by law, the Company's aggregate liability arising from an Order, other than liability addressed by clause 15.2, is limited to the amount paid or payable for the affected Goods or Services.
- 16.3** The exclusions and limits in clauses 16.1 and 16.2 do not apply to liability for death or personal injury, fraud, wilful misconduct, gross negligence, damage to tangible property caused by negligence, breach of confidentiality, or liability that cannot lawfully be limited.
- 16.4** Each party must take reasonable steps to minimise loss arising from a breach. Liability is reduced to the extent that the other party's act or omission contributed to the loss.

17. Insurance and safety

- 17.1** Each party must maintain insurance reasonably appropriate to its activities and legal obligations. Evidence of insurance will be provided on reasonable request where relevant to the Order.
- 17.2** The Customer must disclose known hazards associated with Customer-supplied materials, Goods or Tooling and provide current safety data sheets and handling instructions where applicable.
- 17.3** The Company may stop or refuse work it reasonably considers unsafe or unlawful and will promptly discuss the issue with the Customer. Any resulting variation will be dealt with under clause 7.

18. Force majeure

- 18.1** Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, government action, industrial disruption, utility failure, transport interruption or critical supplier failure, provided the affected party promptly gives notice and takes reasonable steps to minimise the effect.
- 18.2** The affected obligations are suspended only for the period reasonably necessary. Payment remains due for Goods or Services already supplied and for reasonable unavoidable commitments.

18.3 If the event continues for more than 60 days and materially prevents performance, either party may cancel the affected unperformed part of the Order by written notice without penalty, subject to clause 18.2.

19. Suspension and termination

19.1 A party may give written notice requiring the other party to remedy a material breach within 10 business days, or a longer reasonable period stated in the notice. If the breach is not remedied, the notifying party may terminate the affected Order.

19.2 The Company may suspend work or withhold dispatch after giving reasonable notice if an undisputed payment is overdue, required information or approval has not been provided, or continuing would be unsafe or unlawful. The Company will resume promptly once the issue is resolved.

19.3 Either party may terminate an affected Order immediately if the other party becomes insolvent, enters external administration, ceases business or indicates that it cannot perform its material obligations, subject to applicable insolvency laws.

19.4 Termination does not affect accrued rights. The Customer must pay for conforming Goods and Services supplied, work reasonably completed and unavoidable commitments up to termination. The Company must return any balance of prepaid amounts not properly payable.

20. Disputes

20.1 A party raising a dispute must give reasonable written details. A representative of each party with authority to settle the dispute will meet or confer in good faith within 10 business days.

20.2 If the dispute is not resolved within a further 10 business days, the parties will consider mediation in Melbourne before commencing court proceedings. This does not prevent either party seeking urgent interlocutory relief or taking reasonable steps to preserve a limitation period or security interest.

20.3 While a dispute is being resolved, the parties must continue performing obligations that are not affected by the dispute where it is safe and reasonable to do so.

21. General

21.1 The Contract contains the entire agreement about the relevant Order and replaces earlier discussions about that Order, but does not exclude liability for misleading, deceptive or fraudulent conduct.

21.2 A variation, waiver or consent must be in writing. A delay in exercising a right is not a waiver.

21.3 Neither party may assign the Contract without the other party's prior written consent, which must not be unreasonably withheld. A party may assign to a related entity or as part of a genuine sale of its business after giving notice, provided the assignee can perform the obligations.

21.4 If a provision is invalid or unenforceable, it is to be read down to the minimum extent necessary or severed, and the remaining provisions continue.

21.5 Notices may be delivered personally, by prepaid post or by email to the contact details stated in the Contract. A party must promptly notify changes to its contact details.

21.6 The Contract is governed by the laws of Victoria, Australia. Subject to clause 20, the parties submit to the courts of Victoria and courts entitled to hear appeals from them.

22. Customer acknowledgement

22.1 By accepting a Quote or placing an Order after receiving or being directed to these Terms, the Customer acknowledges that it has had a reasonable opportunity to read them, ask questions and propose changes.

Accepted for the Customer	Accepted for AAA Stutchbury Engineering Pty Ltd
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date: