

Australian Electrification Industries (AEI)
Terms & Conditions of Sale

1. Application & Agreement

- These Terms & Conditions ("Terms") apply to all quotations, orders, and supply of goods by AEI to the Customer.
- By placing an order, the Customer accepts these Terms to the exclusion of any other conditions.
- These Terms, together with AEI's quotation or order confirmation, constitute the entire agreement between AEI and the Customer.

2. Quotations & Orders

- Quotations are valid for 30 days unless otherwise stated.
- Orders are binding only upon written acceptance by AEI.
- AEI reserves the right to refuse or cancel orders in whole or part at its discretion.

3. Price & Payment

- All prices exclude GST, duties, freight, insurance, or other charges unless otherwise stated.
- Unless otherwise agreed, 100% payment in cleared funds is required prior to delivery or release of goods.
- At AEI's discretion, progress payments may be required for certain orders due to their size, type, or value. AEI may stipulate payment milestones (e.g., deposit, stage payments, balance before delivery) which must be met before goods are manufactured, shipped, or released.
- AEI shall not be obliged to deliver goods until required payments have been received in full.
- If the Customer fails to make payment when due, AEI may withhold supply, cancel the order, or resell the goods without liability.
- Title of goods does not pass until full payment has been received.

4. Delivery & Risk

- Delivery dates are estimates only. AEI is not liable for delays outside its control.
- Unless otherwise agreed, delivery is Ex-Works AEI warehouse, with freight and insurance at the Customer's cost.
- Risk of goods passes to the Customer upon delivery to the carrier or to the Customer's site.
- If the Customer is not ready or able to accept delivery of the goods when AEI is able to supply them, AEI may, after giving reasonable notice, arrange for the goods to be stored.
- Any storage, handling, insurance, or associated costs incurred will be charged to the Customer as an additional cost.
- Storage of goods does not defer the passing of risk to the Customer.

5. Customer Responsibilities & Compliance

- The Customer is solely responsible for ensuring that any goods supplied by AEI are, Suitable and fit for the Customer's intended purpose, and Compliant with all applicable laws, standards, regulations, and codes.
- AEI does not warrant that the goods are fit for the Customer's particular application unless expressly confirmed in writing by AEI prior to order acceptance.
- The Customer must ensure that installation, commissioning, and operation are carried out by suitably qualified and licensed personnel in accordance with the manufacturer's instructions, Relevant Australian Standards, and applicable statutory and safety requirements.
- AEI accepts no liability for losses, damage, or non-compliance arising from the Customer's failure to assess suitability or obtain necessary approvals.

6. Warranty

- AEI warrants goods against defects in material and workmanship for 12 months from energisation, or 18 months from receipt, whichever occurs first.
- Normal wear and tear.
- AEI's liability is limited to repair or replacement of defective goods at AEI's discretion.
- Warranty claims must be made in writing and supported with proof of purchase and details of defect.

Warranty excludes.

- Misuse, improper installation, or unauthorised modification.
- Damage from third-party products.

7. Returns

- Goods may only be returned with AEI's prior written consent.
- To be eligible for return under AEI's Returned Goods Policy, the Customer must, notify AEI in writing within 30 days of receipt of goods. Claims made after this period will not be accepted.
- Returned goods must be in original condition, accompanied by proof of purchase, and suitably packaged for transport.
- Returns for non-defective goods may incur a restocking fee of up to 20% of the invoiced value, plus freight charges.
- Custom, special-order, or non-stock items are non-returnable.

8. Limitation of Liability

- To the extent permitted by law, AEI excludes all implied warranties other than those required by the Australian Consumer Law.
- AEI's liability is limited to the lesser of the cost of repair, replacement, or resupply of the goods.
- AEI shall not be liable for indirect, incidental, or consequential losses including loss of profit, downtime, or production.
- AEI shall not be liable for any loss, damage, or claim arising from, the misuse of goods.
- The Customer, or its contractors, failing to correctly operate, install, or commission the goods. or use of the goods outside the manufacturer's specifications, recommendations, or applicable Australian Standards.

9. Force Majeure

- AEI shall not be liable for failure to perform where prevented or delayed by events beyond its control, including supply chain interruptions, transport delays, natural disasters, strikes, or regulatory changes.

10. Intellectual Property

- All drawings, manuals, technical documents, and materials supplied remain
- AEI's intellectual property unless otherwise agreed in writing.

11. Governing Law

- These Terms are governed by the laws of Australia. Disputes are subject to the courts of the State or Territory where AEI's principal office is located.

12. Severability & Waiver

- If any provision is found invalid, it shall be severed without effecting the remainder. Failure to enforce any provision does not constitute a waiver of AEI's rights.