

TERMS AND CONDITIONS OF SALE

1. For the purposes of this document, All Pipe Mechanical Contractors, All Pipe Plumbing Services, Stainfab Sheetmetal and All Type Security Fabrications, together are referred to as “All Pipe Group of Companies”
2. All Pipe Group of Companies is hereafter referred to as “Company” & all goods/services supplied by “Company” is hereafter referred to as the “Goods”.
3. All Goods, being goods or services, supplied to the Customer in accordance with the Customer’s order as specified in the Company’s job sheet or delivery docket are supplied subject to these Terms and Conditions. The Company and the Customer agree that, to the full extent permitted by law, the Company shall have no liability whether in tort, contract or otherwise in respect of such goods save as imposed by these Terms and Conditions or by the terms of any statute.
4. Every quotation is an estimate only and is subject to withdrawal or alteration at any time prior to the Company’s acceptance of the Customer’s order.
5. Prices are subject to the Customer’s order being for the whole quantity mentioned in the quotation/tender unless otherwise negotiated.
6. The Company warrants all Goods supplied by it against defect of work or materials for a period of 3 months from the date of delivery. The Company’s liability in such circumstances shall be limited to the replacement of the Goods. This warranty shall not extend to any person other than the Customer and in no circumstances shall the Company be liable for any loss or damage (including without limitation consequential loss) resulting from the supply or use of the Goods.
7. Except as expressly provided to the contrary in this contract and to the full extent permitted by law. The Company shall not be liable for any loss or damage direct or indirect in relation to the fitness for use, merchantable quality or lack of correspondence of the Goods with any sample or description or arising from the failure of the Customer to satisfy itself that the Goods supplied are of the description, quality and character ordered. Any conditions and warranties, whether express, implied, statutory or otherwise relating to the Goods and as to their fitness and suitability for any purpose are, to the maximum extent permitted by law, expressly negated.
8. Notwithstanding the foregoing, insofar as any contract arising here-from constitutes a supply of Goods to a consumer as defined in the Trade Practices Act 1974 (“the TPA”) nothing contained within this contract should be construed as excluding, restricting or modifying any express or implied condition, warranty, right or remedy conferred by the TPA. The liability of the Company in respect of the breach of a condition or warranty implied by the TPA which the Customer or any other entity or person may sustain or incur shall be limited at the Company’s option to:
 - a) The replacement of the Goods, or
 - b) The repair of the Goods.
9. The Company will not accept return of Goods unless such return is authorised by the Company in writing.
10. GST is not included in prices quoted unless so stated, and will be charged to the Customer when applicable.
11. Any non-delivery or loss in transit must be notified or claimed in writing to both the carrier and the Company within 14 days of the Company’s invoice date. Damage to Goods must be notified to the Company within 14 days of receipt of Goods by the Customer. The Company shall not be liable for any delay, non-delivery, loss, damage or short delivery not notified in accordance with this provision. In the event that the production or delivery of the Goods is hindered, impaired or prevented by any cause whatever outside its reasonable control the Company may notify the Customer that it is unable to fulfil all or part of the contract and may cancel the contract in whole or in part without incurring any liability whatsoever.
12. The customer hereby consents to the Company obtaining from a credit reporting agency a credit report concerning personal credit information about the Customer if this is considered necessary by the Company for the purpose of assessing the Customer’s application for commercial credit or for the purpose of collecting overdue payments.
13. The Customer agrees that the Company may give to and seek from any credit providers named in a credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about the Customer’s credit arrangements. The Customer understands that this information can include any information about the Customer’s credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
14. Risk in the Goods shall pass to the Customer immediately upon delivery.

15. The property of the Goods shall remain in the Company until full payment has been made or title is properly vested in some other person by the operation of any statute. Until property passes the Customer must keep the Goods free from any charge, lien or other encumbrance. In the case of full payment of the Goods not being made, the Company reserves the right to enter the premises where the Goods are being held for the purpose of collection of those Goods.
16. If the Customer defaults in or is in breach of any of its obligation to the Company under this or any other contract or if any distress or execution is levied against the Customer or if the Customer makes or enters into any negotiations for any arrangement or composition with its creditors or any of them or commits an act of bankruptcy or is unable to pay its debts within the meaning of Section 460 of the Corporations Law, becomes insolvent or goes into liquidation or if a receiver of the Customer's assets or undertaking or any part thereof is appointed; the Company shall without prejudice to any other claim or right be entitled immediately to determine the contract and may sell or otherwise dispose of the Goods.
17. Unless the Company has required the return of the Goods or has determined this contract in accordance with these Terms and Conditions, the Customer (acting on its own account and not as agent of the Company) may use, incorporate with other materials or agree to sell any of the Goods in its possession in the ordinary course of business notwithstanding that the property in the Goods has passed to it.
18. Where the Customer sells any of the Goods before property in the Goods has passed to it and as a result property in any of the Goods passes from the Company, the Customer shall keep apart and hold in trust for the Company such part of the proceeds of such re-sale as represents the amount owed by the Customer to the Company in respect of the Goods so sold.
19. Should payment be overdue in relation to any goods supplied by the Company to the Customer, the Company shall be entitled to take possession of all Goods the property in which remains in the Company and for that purpose, the Customer irrevocably authorises the Company by its servants or agents to enter any premises of the Customer where the Goods may be situated and take possession thereof.
20. Where any of the Goods, in relation to which the purchase price has not been paid, are altered in any way or are incorporated with other materials so as to lose their separate identity /title to the end product following such alteration or incorporation shall vest in the Company absolutely and not by way of security. Should the end product subsequently be sold, the Customer shall keep apart and hold in trust for the Company such part of the proceeds of such sale as represents the amount owed by the Customer to the Company in respect of the goods so altered or incorporated.
21. The Customer is responsible for any bank fees incurred due to any dishonouring of cheques and or delays made in payment of the account and these bank charges, including interest at the current bank rates, are to be immediately reimbursed in full to the Company.
22. Each provision of this contract is severable from the others and no severance of a provision shall affect any other provision.
23. It is of the essence of these Terms and Conditions that payment of the price of the Goods shall be made in full by the Customer within 7 days from the date of invoice of Goods, or within such time as is otherwise agreed in writing.
24. The contract shall be governed and construed in accordance with the laws of the State of Victoria in which the Goods are to be supplied unless otherwise agreed in writing.