

# Terms and Conditions of Sale and Warranty as published on aluminiumprofile.com.au website

## Introduction

Profilium is a business unit of Australis Engineering Pty Ltd, ACN 002 646 620, and as such all invoices are payable to Australis Engineering Pty Ltd. All payments and other terms and conditions, including warranty are subject to the **Terms and Conditions of Sale and Warranty** as outlined by Australis from time to time and as currently outlined below.

The Purchaser (hereafter "the Client") of any t-slot aluminium profile, accessories or a structure (hereafter "the Goods") supplied by Profilium or Australis Engineering Pty Ltd (hereafter referred to as "Australis") agrees to accept the following Terms and Conditions of Sale and Warranty that are supplied with our quotation and publicly available on the aluminiumprofile.com.au website.

## General Conditions

1. The Client acknowledges and grants that, unless otherwise agreed in writing, if any terms and conditions of purchase contained within the Client's Purchase Order conflict with any terms and conditions of sale outlined herein, then the Terms and Conditions of Sale and Warranty issued by Australis will prevail; and
2. The failure or indulgences by Australis to exercise or delay in exercising any right, power or privilege available to it under these Terms and Conditions will not operate as a waiver thereof or preclude any other or further exercises thereof of the exercise of any right or power, and Australis shall be entitled to require strict compliance to the Terms and Conditions of Sale and Warranty at all times; and
3. The Terms and Conditions of Sale and Warranty are governed by, and will be construed under the laws of the State of New South Wales, Australia; and
4. The Terms and Conditions of Sale and Warranty represents the entire agreement between the Client and Australis (the Parties) and no agreement or understanding varying or extending the provisions of the Terms and Conditions shall be legally binding upon either Party unless in writing and signed by both Parties or as allowed under these Terms and Conditions; and
5. If any term or agreement subject of the Terms and Conditions shall be invalid, void, illegal or unenforceable, they shall be severed from the Terms and Conditions of Sale and Warranty and the remaining provisions shall not be affected, prejudiced or impaired by such severance; and
6. Australis may serve any Notice or Court document on the Client by hand, post, email, or fax. Such Notices will be deemed to be given, where delivered by hand - on the day; by post - 2 business days after the date of posting; by email or fax on the day of dispatch unless a failure to transmit report is received; and
7. In circumstances where Australis issues the Client a written quotation for the design, manufacture, installation or supply of Goods, including attaching Terms and Conditions of Sale and Warranty, and in so far as there are any contradictions between the quoted Terms and Conditions of Sale and the Terms and Conditions of Sale published on the aluminiumprofile.com.au website, then the quoted Terms and Conditions of Sale shall prevail.
8. Profilium and Australis Engineering Pty Ltd reserve the right to alter these conditions of sale and warranty at any time without prior notification.

## Intellectual Property Rights and Confidentiality

1. All drawings, designs, specifications and any other information provided in connection with a job, project, quotation or enquiry supplied by Australis to a Client are strictly confidential and remain the intellectual property of Australis Engineering Pty Ltd, ACN 002 646 620; and
2. Information supplied by Australis to the Client is confidential. No information provided to the Client during the quoting process may be reproduced in whole or in part, nor is information, including but not limited to engineering designs, layouts, photos, video, scopes of work or prices are to be disclosed to any third party without our express written permission. The Client, to whom information is being

- provided, accepts that any such disclosure of confidential information is likely to cause material damage to our business which we will be entitled to recover from the Client; and
3. Both Australis and the Client shall:
    - i. mutually keep confidential, and not use, access, copy or disclose any confidential information except as permitted by this or otherwise outlined in these terms and conditions or consented to by either party in writing; and
    - ii. immediately notify the other Party, if the disclosing Party becomes aware of any loss or unauthorised use, access, copying, disclosure or publication of any confidential information;
  4. Australis and the Client may, to the extent necessary, use confidential information for the purposes of performing its obligations or exercising its rights arising under these terms and conditions of sale.
  5. Australis and the Client may disclose confidential information to their own Personnel who have a specific need to access that confidential information for the purposes of enabling the relevant Party to perform its obligations or exercise its rights arising under the Agreement provided that:
    - i. the relevant Party's Personnel have first been made aware of the terms upon which the confidential information has been disclosed to them and a duty to handle such confidential information in confidence is imposed upon the relevant Party's Personnel;
    - ii. the relevant Party's Personnel ensures that their Personnel comply with the terms of this clause as if they were parties to the Agreement; and
    - iii. any breaches of this clause by the that Party's Personnel shall be deemed to be breaches by that Party.
  6. The confidentiality obligations in this clause do not apply to Confidential Information which:
    - i. is or becomes public knowledge other than as a result of a breach of confidence;
    - ii. is lawfully obtained by Australis or the Client from a third party without any confidentiality obligation (other than as a result of a breach of confidence);
    - iii. is independently developed by Australis or the Client without reference to any obtained confidential information; or
    - iv. the Supplier is required to disclose to comply with any applicable Law, legally binding court order, request by a governmental agency or under the rules of a stock exchange; and
    - v. the burden of proving that confidential information falls within an excluded category in this clause rests with the accusatory Party.
  7. Except to the extent otherwise agreed between Australis and the Client in writing, nothing in these T&C's operates to transfer ownership of any Background IP Rights from either Party or any third party to the other Party. All such Background IP Rights are and remain owned by the relevant Party or third party. Australis grants the Client an irrevocable, non-exclusive, transferable, royalty-free licence to use Background IP Rights in connection with the Work and for the use, repair, maintenance, upgrade or modification of its products and equipment; and
  8. For all work provided by Australis, we reserve the right to capture, record and utilise media of the project, services, goods or equipment for marketing and promotional purposes and this may be excluded from the definition of confidential information where the media is solely of the Australis project, services, goods or equipment (including being in-situ at the Client's site and with the Client's product in use).

## Pricing, Payments, GST

Prices are firm and fixed according to your written quote or the prices published on this website. All of our prices are quoted in Australian dollars only (\$AUD). All prices are quoted ex-Works (this means that costs such as freight, handling or import/ export taxes are additional). All purchases of t-slot aluminium profile or accessories incur a small handling fee, irrespective of whether the order is processed online or offline.

### Payments for T-slot aluminium profiles, accessories, cutting and tapping only

**Goods will not be made available for Dispatch until CLEARED PAYMENT has been received.** If you need your goods in a hurry, please pay via Credit Card.

We do not take your payment online at Check-Out. This is because the Freight Costs for most orders are highly variable. All transactions are processed "offline" as this allows us to confirm freight and cutting costs (if any) and allows us to issue a single invoice for the entire order.

- Payments can be made using a Credit Card (Visa or Mastercard only) or Electronic Bank Deposit (EFT)
- Credit card merchant fees of 2.4% apply for all orders less than \$1,000.00 (incl GST). Merchant fees may be varied at any time without notification
- Other payment options, including Cheque and Cash may be acceptable by prior agreement only
- Please note if you plan to pay Cash when you Pick-Up your order, we are not a normal retail outlet and so we do not carry change. Please ensure you have the correct amount as shown on your invoice to make your payment.

If you wish to pay EFT, please contact us on +61 2 9707 5800 or via email at [sales@aluminiumprofile.com.au](mailto:sales@aluminiumprofile.com.au) for our Bank Account details. Please note if you are paying EFT, we will not dispatch your goods until payment has been cleared in full.

Payments must be made in \$AUD only. If you are ordering from outside Australia and require further information about making payment in \$AUD please contact our Customer Service Department on +61 2 9707 5800 or via email at [sales@aluminiumprofile.com.au](mailto:sales@aluminiumprofile.com.au)

All prices **Exclude GST**. If you are purchasing from outside of Australia, Australia GST does not apply. However you may be subject to import and other taxes in your own country of origin. Australis are not liable for any importation taxes, duties or similar payments in your country of origin.

Upon confirming your payment, we will issue you with a Tax Invoice. Please retain this Tax Invoice for Warranty, Returns or Refund purposes. Australis will not re-issue a Tax Invoice.

### Payments for Australis for quoted Goods

If Australis has provided the Client with a written quote to design, manufacture, install and commission or supply (only), particular Goods, then the quoted payment terms will apply:

1. All prices exclude GST and are quoted only in \$AUD. All payments must also be made in \$AUD and include GST where applicable.
2. If the Goods are being exported, quoted prices exclude any local taxes, duties or importation costs.
3. If the Goods are quoted "ex-Works" then all Freight and Handling costs are excluded and these may attract additional costs payable by the Client.
4. Where applicable, "Ex-Works" pricing excludes all tariffs, taxes, freight, packing and handling or other shipping costs. If required, these additional costs will form a Variation.
5. Prices are valid for a period of 30 days or a lesser period if outlined in our written quote. Re-validation in writing is required.
6. Prices are based strictly on the Payment Terms outlined in our quotation. Any deviation from these payment terms may result in an increase in our quoted price. Importantly, no allowance has been made for any contract-based financial conditions (e.g. Bank Guarantees, Liquidated Damages, Performance Guarantees, Warranty Bonds, or invoice payments that are >30 days-net). If performance and financial conditions of sale are required by the Client, Australis reserves the right to amend its quoted cost to reflect these requirements.
7. Payments to Australis must strictly comply with the terms outlined in these Conditions of Sale; and
8. Notwithstanding any other condition, the **Payment Terms for all "Deposits with Order" are strictly 7-days net from date of invoice**. Work on a project or the supply of goods or equipment will not commence until the Deposit monies have been received; and
9. Unless mutually agreed in writing, Payment for any "Do and Charge" work completed by Australis is strictly 7-days net from date of invoice. All "Do and Charge" work will be invoiced progressively based for work completed in the 7-day period from each Thursday to Wednesday; and
10. Unless mutually agreed in writing, payment of all Variations to Contract are strictly 7-days net from date of invoice; and
11. Payments for Aluminium Profile and Accessories supplied with a discount (including but not limited to an "OEM Discount") will be subject to approval of a Credit Check of the Client and payments must be no later than 30-days from date of invoice or as otherwise specified in our written quote. Any OEM

- Discount rate does not apply to any labour costs (such as Cutting or Tapping) or third party materials or services (including freight); and
12. Payment can be made via electronic banking or credit card (credit card payments may be subject to a surcharge); and
  13. Any failure to meet stated payment terms will result in the Client being put on stop-supply for new work and the stoppage of all existing work. Except as provided for in NSW State Law, Australis shall under no circumstances be liable for any consequential loss to any party arising from late payments by the Client causing delays to the project delivery. Please note that a potential Warranty claim does not constitute a valid reason to withhold any payment and all potential Warranty claims will be dealt with in accordance with the Warranty section of the Terms and Conditions; and
  14. Australis will not accept "back-to-back", or "offset" payment conditions from the Client unless by prior, written agreement; and
  15. Back-charges or offsets by the Client to Australis are void unless Australis has been notified in writing, in advance, of a potential warranty claim or issue and has had no less than 7 business days to respond to the claim, and has agreed, in writing, to be liable for said costs; and
  16. At its sole discretion, **Australis reserves the right to charge interest at the rate of 6% per day for any late payments.** Unless Australis has been notified in writing of any issue, any payments that are greater than 30 days late will accrue interest for the full period the invoice remains unpaid.

## Title of Goods, Liens and Security Interests

1. The Title of Goods and Equipment does not pass to the Client until the Client has made full and clear payment of all monies due to Australis and Australis reserves the right, in accordance with the provisions of the Commonwealth Government's, *Personal Properties Securities Act 2009*, to register an interest or lien, seize, repossesses or sell the Goods and Equipment in order to recover all outstanding monies owed to it by the Client in accordance with the terms and conditions outlined below.
2. Purchase orders made to Australis shall have a general and particular possessory lien upon all Goods (which in this clause includes any documents relating to those Goods) of the Client whatsoever which are in the possession or under the control of Australis until all accounts due to Australis by the Client, consignee or owner of such Goods are paid in full (including all costs and expenses incurred by Australis in recovering or enforcing payment of such accounts). Australis is entitled to detain any Goods and may decline to effect delivery even where accounts are not overdue for payment. Australis may sell all or any of the Goods by public auction or private treaty without notice to the Client and apply the proceeds of sale to offset the debt in part or in whole depending on the sale amount. If the sale of the Goods does not offset the whole debt (including sale costs) then the balance shall remain due and payable to Australis. If the proceeds of the sale are in excess of the debt due, Australis will credit the difference to the Client.
3. Words in italics shall have the same meaning and definitions set out in the *Personal Properties Securities Act 2009 (Cth)*, (the PPS Act).
4. The Client acknowledges that by virtue of these T&C's, Australis has a *security interest* in the Goods and Equipment for the purposes of the PPS Act and the *proceeds of sale* of such goods and equipment and to the extent applicable, the PPS Act applies to any agreement pursuant to the T&C's.
5. The Client acknowledges that Australis may do anything reasonably necessary, including but not limited to registering any security interest which Australis has over the goods and equipment or the *purchase money security interest (PMSI)* in the Goods and Equipment on the Personal Properties Security Register (PPSR) in order to perfect the security interest and comply with the requirement of the PPS Act.
6. The Client waives pursuant to section 157(3) (b) of the PPS Act the right to receive notice of a *financing statement*, *financing change statement*, or a *verification statement* in relation to any registration on the PPSR.
7. The rights of Australis under this document are in addition to and not in substitution for Australis' rights under other law (including the PPS Act) and Australis may choose whether to exercise rights under this document, and/or under such other law as it sees fit.
8. The following provisions of the PPS Act do not apply and, for the purposes of section 115 of the PPS Act are "contracted out" of this document in respect of Goods or Equipment that are not used predominantly for personal, domestic, or household purposes:
  - i. sections 95 (notice of removal of accession to the extent it requires Australis to give notice to the

- Client), 96 (retention of accession), 125 (obligations to dispose of or retain collateral);
- ii. section 130 (notice of disposal to the extent it requires Australis to give notice to the Client);
  - iii. section 132 (3) (d) (contents of statement of account after disposal);
  - iv. section 132 (4) (statement of account if no disposal);
  - v. section 135 (notice of retention)
  - vi. section 142 (redemption of collateral); and
  - vii. section 143 (re-instatement of security agreement).
9. The following provisions of the PPS Act:
- i. section 123 (seizing collateral);
  - ii. section 126 (apparent possession);
  - iii. section 128 (secured party may dispose of collateral);
  - iv. section 129 (disposal by purchase); and
  - v. section 134 (1) (retention of collateral)
- confer rights on Australis. The Client agrees that in addition to those rights, Australis shall, if there is a default by the Client, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Client agrees that Australis may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
10. The parties agree not to disclose information of the kind that can be requested under section 275 (1) of the PPS Act. The Client must do everything necessary on its part to ensure that section 275 (6) (a) of the PPS Act continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to Australis the benefit of section 275 (6) (a) and Australis shall not be liable to pay damages or any other compensation or be subject to injunction if Australis breaches this sub-clause.
11. The Client undertakes:
- i. Promptly to do all things including signing any further documents and providing any further information which Australis may reasonably require to enable it to perfect and maintain the *perfection of its security interest or PMSI* (including by registration of a *financing statement or financing change statement* on the PPSR and the Client warrants that such information the Client provides will be complete, accurate and up-to-date in all respects);
  - ii. To give Australis not less than 14 days prior notice of any proposed change in the Client's name or any other change in the Client's details (including, but not limited to, changes in its address, phone, facsimile number, email address and trading name).

## Consequential Loss and Force Majeure

1. Except as provided for in NSW State Law, Australis shall under no circumstances be liable for any consequential loss to any party arising from any delay in delivery of the Goods; fault in the Goods; or failure of the Goods to perform.
2. Australis will have no liability to the Client in relation to any loss, damage or expense caused by Australis' failure to complete an order or contract including but not limited to, as a result of fire, flood, tempest, earthquake, act of terrorism, riot, civil disturbance, theft, crime, strike, lock-out, war or the inability of Australis' suppliers to supply necessary materials or any other matter beyond Australis' control.

## Aluminium Profile Lengths - sold only as a whole bar

Please note that all sales of Aluminium Profile are sold as whole bars of profile only. For example if you require 3.8 metres of profile, you will be invoiced for a whole bar length (most bars are 6.0 metres). Upon dispatch you will receive the full length as invoiced (including the off-cut).

Very occasionally we may have a suitable off-cut of profile left over from a one of our own projects. We can sell these profile off-cuts at RRP + 30% (the plus 30% is to cover our time to search and measure up for a suitable piece). Generally off-cuts may only be available on the more common profiles such as 40x40 (4 slot) and 45x45 (4 slot). We make no promise or guarantee that a specific type or length of off-cut will be available at any given time and off-cuts are sold entirely at our discretion.

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## Aluminium Profile Lengths - Cut to Length and Tapping Service

Profilium offers a cut to length and tapping service using our dedicated, high speed aluminium saw with laser cutting guide and high speed drills. This is the best method for the home user or a commercial user to obtain the cleanest, most accurate and square cuts of profile or hole tapping which in turn results in better joints and the most accurate construction of your structure.

The cutting and tapping cost is a flat rate of \$3.00 per cut/ tap.

**Please note that REFUNDS are not possible for custom, cut to length or tapped pieces of aluminium profile.**

## Custom Orders

Where a Customer places an Order for a fully customised solution (including but not limited to a work station, machine frame, machine guard or a jig) and has provided Us with technical design specifications (including, but not limited to a design drawing) and We have built to this design, Our Warranty does not extend to guarantee that the design, or any flaws resulting from the design, are fit for the purpose intended by the Customer. In these cases Our Warranty only extends to failure of individual components that are demonstrated to be defective, not any deficiencies in the design to perform to the purpose required by the Customer.

**Please note that REFUNDS or RETURNS are not possible for custom built aluminium profile structures.**

## Shipping / Delivery

After ordering online, you will receive an email confirmation containing your order details. During business hours, we will normally confirm receipt of your order shortly after receiving the online order.

The Purchaser will be liable for all shipping costs and these will be applied prior to dispatch and at the time of Invoicing. Profilium uses flat rate shipping costs that are dependent on the product type and the delivery address. Standard shipping and Express shipping options are available.

## Dispatch and Stock Availability

Once your order has been paid in full, we aim to ship your order items at the earliest possible opportunity, however as an approximate guide the following dispatch times should apply:

- Uncut aluminium profile and accessories - 1-2 business days from cleared payment
- Customised/ cut-to-length aluminium profile - 2 to 5 business days from cleared payment (depending on order size)
- Machine Frame, Machine Guard or Jig - 7 to 15 business days from cleared payment (depending on complexity), or as per our written quote. The time frame outlined in our written quote prevails in all circumstances.
- Linear Actuators and Linear Guides - 5 to 10 business days from cleared payment or as per our written quote. The time frame outlined in our written quote prevails in all circumstances.
- All other structures will be as per our written quote.

We will use our best endeavours to dispatch your goods via our nominated courier or freight provider as per the above, however if goods are unavailable, delivery may take a little longer and we ask for your understanding and patience in the rare cases where this may occur. Should delivery be substantially delayed, a team member will contact you at the earliest opportunity to discuss the situation.

While we make all reasonable efforts to ensure our online available stock quantities are up to date, occasionally circumstances may arise where we sell out of some items. In these cases please understand that as we act as an agent for International suppliers there may be longer lead times for delivery of some items. In the rare cases where this may occur, we will inform you at the earliest opportunity and you may cancel or amend your order at no cost.

Please contact our Customer Service Department on +61 2 9707 5800 or via email at [sales@aluminiumprofile.com.au](mailto:sales@aluminiumprofile.com.au) for all enquiries about stock availability and lead times.

Notes Business days exclude weekends and public holidays.

Delivery time frames may change from time to time due to unforeseen circumstances. We will endeavour to provide the most up-to-date information for your order or contact you if circumstances change. Please ensure your contact details are up to date. If a team member has not contacted you by the expected date, please contact us at +61 2 9707 5800.

## Shipping / Transit Insurance Policy

We accept no liability or responsibility for the insurance of the goods which remains the Purchaser's sole responsibility. Profilium or Australis Engineering is not liable for any loss or damage, including any consequential losses for the failure of the Purchaser to adequately insure the goods. It is the responsibility of the Purchaser to arrange such insurance as it sees fit to cover all or any of the above items of this agreement/ conditions or any other risks. Profilium shall be under no responsibility whatsoever to see that such insurance has been effected.

If requested in writing by the Purchaser, Profilium may arrange insurance on your behalf. For an transit insurance quote, please contact our Customer Service Department on +61 2 9707 5800 or via email at [sales@aluminiumprofile.com.au](mailto:sales@aluminiumprofile.com.au)

## Order Collection Policy

*If you plan to pay Cash when you Pick-Up your order, we are not a normal retail outlet and so we do not carry Change. Please ensure you have the correct amount as shown on your invoice to make your payment.*

We gladly permit our customers to pick-up your goods from our premises at:

Sydney: Profilium / Australis Engineering - 25 Harley Crescent, Condell Park, NSW 2200

or our local stockists in Melbourne or Brisbane:

Melbourne: Eljay Engineering Pty Ltd - 2/19 Edelmaier Street, Bayswater, VIC 3153

Brisbane: Gap Engineering Pty Ltd - 2863 Old Cleveland Road, Chandler, QLD 4155

Loading dock hours of operation are: 7:30AM to 3:00PM Monday to Thursday and 7:30am to 12:00pm Friday only. Pick-up outside of these hours is by written confirmation only. Please email our Customer Service Department at [sales@aluminiumprofile.com.au](mailto:sales@aluminiumprofile.com.au)

For all Pick-Ups, the Purchaser will assume any risk of lost, theft or damage of goods during transit and we therefore advise that the Purchaser takes out shipping insurance prior to pick-up. Profilium will not be responsible for parcels or goods that are lost or damaged in transit if you choose not to insure.

Important note: Full, un-cut lengths of aluminium profile are over 6.00 metres in length. The Purchaser, on behalf of the vehicles driver, takes all responsibility to comply with relevant road rules regarding the carriage of these long goods. Australis and Profilium accepts no liability or responsibility for self-transport by the Purchaser or their agent.

## Returns and Order Cancellations Policy

**All Returns and Order Cancellations are at the sole discretion of Profilium.**

Refund payments for all Returns and Order Cancellations will be made within 30-days from the date of the Return or Order Cancellation being accepted by Profilium.

### Returns

All Returns must be communicated in writing to Profilium within 3-business days of the receipt of the Goods and prior to the Customer making a return of the goods. Profilium reserves the right to refuse a refund where the Purchaser has simply changed their mind. If we accept an Order Return, the goods being returned **MUST** be in their original merchantable condition, including in the original packaging (if any). We reserve the sole right to determine if goods are of merchantable quality and may categorically reject a return at our discretion. This refund policy does not apply to goods which have been installed, cut, modified, used, damaged after delivery, or if any attempt has been made to alter the product, or if they have been scratched, dropped or broken. All products must be returned in their original condition.

**A restocking and handling fee of 10% of the order value, or AUD\$50.00, whichever is the greater, applies to all Returns and will be deducted from any monies subject to a refund.**

**All shipping/ freight, handling & administration, postage and insurance costs associated with returning or cancelling any order are the sole responsibility of the Purchaser.** We recommend that you return the product via Registered Post or Courier and that you pre-pay all postage. The Purchaser will assume any risk of lost, theft or damaged goods during transit of returned goods, and we therefore advise you take out shipment registration and insurance with your shipping provider. Neither Profilium or Australis will be responsible for parcels or goods that are lost or damaged in transit if you choose not to insure.

**Returns are not available for any customised work, cut to length profile or special orders.**

Customised work and special orders includes but is not limited to any aluminium profile that has been cut to size or tapped. Special orders include any product that has been specially imported for the Purchaser.

Under our Warranty provisions, Profilium will gladly offer a refund for any purchases that are not fit for purpose or are defective upon delivery (provided the damage/ defect is not caused in transit to the Purchaser or by incorrect installation or use of the product by the Purchaser) and subject to the Purchaser following strict instructions regarding the provision of information regarding shipping damage and isolation of material in case of insurance inspection. For more information please refer to the section on Shipping/ Transit Insurance Policy above.

### Order Cancellations

Unless by prior written agreement, Order Cancellations are only possible within 1-business day of placing your order and only for non-custom (standard) products including but not limited to uncut bars of profile. **Cancellations for custom work/ special order are not permitted**, except we may consider an Order Cancellation for Custom work/ special orders if the goods to be supplied have not yet been customised or that our supplier has not already accepted the order.

An order cannot be cancelled once it has been confirmed for dispatch or if a special order has begun production in our workshop. Under these circumstances, you may apply for a Return, please see conditions above.

**An administration fee of 5% of the order value, or AUD\$25.00, whichever is the greater, applies to all Order Cancellations.**

### Warranty

The Purchaser (hereafter "the Client") of any t-slot aluminium profile, accessories or a structure (hereafter "the Goods") supplied by Profilium or Australis Engineering Pty Ltd (hereafter referred to as "Australis")



agrees to accept the following warranty conditions that are supplied with our quotation and publicly available on the [aluminiumprofile.com.au](http://aluminiumprofile.com.au) website and form part of our Terms and Conditions of Sale.

**Australis warrants that the Goods will be free from defects due to faulty workmanship, or materials for a period of 12-months from the date of delivery of our equipment subject to the following warranty conditions:**

1. Our 12 months warranty applies to the Goods or Equipment being used on a single working shift per day only. If the Goods or Equipment are being used on multiple shifts on any days our warranty period is reduced to six months; and
2. Where another Company, Sub-Contractor or Entity (Third Party) supplies manufactured parts or services to Australis and that form part of the Goods, then the Third Party warranty conditions will apply for the parts or services that they have supplied; and
3. If delivery of the Goods is delayed by the Client for any reason, the warranty period will commence from the "Completion of Manufacture" date advised at its sole discretion by Australis; and
4. All potential warranty claims must be notified in writing to Australis within 24 hours of occurrence of the issue, or the next Business Day if the claim occurs on a weekend. Australis will acknowledge receipt of the warranty notification, and in good faith, act as quickly as possible to investigate and where necessary, rectify the issue; and
5. If a Client has requested that Australis insures the shipping of Goods purchased by the Client and a potential warranty claim is the result of shipping/ transit damage, the Client must notify Australis immediately and the Client must provide photographic, video and other documentary evidence as directed by Australis and at the Clients cost. The Client agrees to cooperate in full to resolve any insurance claim that may result from damage during shipping, or unloading of the equipment on the Client's site, including but not limited to; granting site access for an insurance assessment and providing evidence, including witness statements, photographs, video or similar evidence to support any insurance claim; and
6. Our warranty does not cover any defect caused by operator error, incorrect installation on the part of the Client, or the Clients mistreatment of the Goods; and
7. If in the sole opinion of Australis, the Goods have not been properly maintained and the incorrect, or lack of maintenance has caused a defect, our warranty will not cover the defect; and
8. If during the warranty period, the Goods have been modified by the Client in any way without prior written authorisation from Australis our warranty responsibilities will cease; and
9. Should the Goods not perform satisfactorily due to non-disclosure by the Client of all relevant operating variables, parameters and product characteristics used by Australis in good faith to design a structure, then any modifications required to achieve satisfactory performance will be charged to the Client at our normal charge-out rates and these changes are not considered a valid warranty claim; and
10. A warranty claim will not be accepted if the Goods have not been fabricated by, or installed by Australis or its nominated delegate, and the defect has occurred as a result of faulty or incorrect fabrication or installation. This may include instances where the Client fabricates a structure itself, or moves or relocates the Goods after initial installation by Australis;
11. Where practical, the faulty Goods must be returned at the Client's expense to Australis for inspection and repair. If it is not practical to return the Goods for repair then Australis must agree that the defect is due to faulty workmanship or materials prior to accepting responsibility for the fault. Photographic or video evidence of the fault may be required and will be provided at the Client's cost; and
12. If the Goods are returned, our warranty does not cover any labour costs associated with the dismantling or reassembly of the Goods on the Client's site; and
13. Our warranty does not cover any costs for freight or taxes for any replaced or returned Goods; and
14. If responsibility for a fault is accepted, Australis will at its discretion:
  - a) repair the fault in our workshop or at the Client's site; or
  - b) replace the faulty the Goods with equivalent replacement Goods; or
  - c) pay the reasonable cost to the Client of either a) or b) above and Australis must give written authorisation to accept these costs prior to the Client proceeding; and
15. In all circumstances, back-charges or invoice payment offsets (if any) by the Client are void unless Australis has been:
  - a) notified in writing of a warranty issue in accordance with clause 4 of these Warranty Conditions; and
  - b) given a reasonable opportunity to respond to the claim; and

- c) has subsequently agreed to any reasonable charges in writing; and  
d) that these charges will be no greater than the minimum cost necessary to resolve the claim; and must exclude any profit; and  
e) back-charges and offsets will not apply to any variations by the Client in the scope of works that are not deemed to be a warranty claim; and
16. If it is agreed to attend the Client's site to repair the faulty Goods, this will be done as soon as possible during our normal working hours which are: 7.00am to 3.00pm Monday to Thursday and 7.00am to 1.00pm Friday.  
If the Client requires that a potential warranty call-out be undertaken outside the normal working hours, then the Client must pay the difference between our normal time rates and the overtime rates for all overtime work. Repairs undertaken outside of normal time hours are subject to the availability of our trades people and relevant materials; however Australis will endeavour to complete repairs at the earliest time possible; and
17. Unless expressly outlined in our quotation, if the Client's site is outside of the Sydney Metropolitan area, the additional cost of attending the Client's site to assess and rectify a warranty claim will be charged to the Client and the Client agrees to pay these charges in full and net 7-days. The additional costs may include but are not limited to the following: travelling time, accommodation, air-fares, travel costs & allowances; and
18. When a warranty call-out has been pre-arranged, the Client agrees that all relevant the Goods will be available and ready to be serviced at the appointed time and that all product types will be available to facilitate testing of the Goods. Failure to have the Goods available at the pre-arranged time due to no fault of Australis or failure to have sufficient type and quantity of product available for testing due to no fault of Australis will result in charges for our time and disbursement costs being raised against the Client and the Client agrees to pay these charges in full and net 7-days; and
19. All warranty service calls will cease to be free of charge once the fault has been repaired and Australis' personnel are satisfied that the Goods are working correctly and any additional non-warranty work conducted during a warranty call-out will be fully chargeable to the Client as a Variation and the Client agrees to pay these charges in full and net 7-days; and
20. Should the Client request our personnel to continue monitoring the Goods after being advised that the repairs have been reasonably completed; the Client must pay for the additional costs for our personnel to stay on site as requested and the Client agrees to pay these charges in full and net 7-days. The additional costs may include all or some of the following: labour, meals, accommodation, air-fares, travel costs and allowances; and
21. If Australis attends a warranty call and it is found that the problem is the fault of others, the Client must pay for all the costs incurred by Australis personnel to attend your site and the Client agrees to pay these charges in full and net 7-days; and
22. Except as provided for in NSW State Law, Australis shall under no circumstances be liable for any consequential loss to any party arising from any fault in the equipment or failure of the equipment to perform or delays by third parties to provide replacement parts or materials and to which Australis has no control; and
23. No variation of any of the warranty terms contained herein shall be of any force or effect unless agreed to in writing and signed by both parties.

## Privacy Policy

Your personal and financial privacy and security are important to us.

Please click [HERE](#) to read our Privacy Policy.