ALL-Style DOORS Pty Ltd

PO Box 912
Narellan NSW 2567

0404 480 942
admin@asdoors.com.au

Tax Invoice

ABN: 52 155 567 427

Invoice# ASD14238
15th January 2024

Accounts Payable
All Doors NSW
PO Box 132
Leppington NSW 2179

Purchase Order# 23499 - Sutherland

JOB ADDRESS:

WORK COMPLETED:
Supply only 6.4 x 50 x 900 x 2 R/H

SUMMARY	QTY	UNIT PRICE	TOTAL PRICE
Supply Only Torsion Spring	2	$127.21	$254.42

SUBTOTAL:	$231.29
GST:	$23.13
TOTAL:	$254.42
PAID:	$0.00
BALANCE DUE:	**$254.42**

The technician has carried out the above work to my satisfaction.

……..
Customer Signature

How to Pay

Tax Invoice #ASD14238
Terms: on invoice

We accept payment by: Cash, Cheque, Bank Deposit, VISA or MasterCard

ALL Style DOORS
Commonwealth Bank
BSB: 062 656
Account: 10 253 615

Mail Cheque to:
PO Box 912
Narellan NSW
2567

Thank you for your business, have a great day!

Terms and Conditions - for ALL-Style DOORS Pty Ltd

1. Definitions

1.1 In these Conditions:
"Agreement" means this trading term agreement
"The Company" means All-Style DOORS Pty Ltd ABN 52 155 567 427;
"Customer" means any person or Company (including its Related Bodies Corporate, administrators, successors and/or permitted assignees) that is named as the Customer in the Quotation;
"Goods" means goods described in the Quotation;
"Order" means a written or verbal order from the Customer to The Company;
"Price" means the amount described in the Quotation;
"Quotation" means a written quotation provided by The Company to the Customer; and
"Related Bodies Corporate" has the same meaning as in the Corporations Act 2001.
"Services" means installation, repair or maintenance services (if any) in connection with the Goods.

2. Incorporation

2.1. These Terms and Conditions of Sale and the conditions overleaf govern all contracts for the sale or supply of Goods and/or Services by The Company to the Customer and constitute the entire contract between the parties in connection with the Sale of Goods and/or supply of services agreed between The Company and the Customer. All other terms and conditions, express or implied are excluded to the fullest extent permitted by law including without limitation any terms and conditions of the Customer.

2.2. No modification or variation of these Terms and Conditions of Sale shall bind The Company unless expressly agreed to in writing by an authorised employee of The Company.

2.3. These Terms and Conditions of Sale supersede any terms and conditions which have previously governed a contract for sale of goods and/or supply of services between the Customer and The Company.

2.4. These Conditions of Sale will prevail to the extent of any inconsistency between a Quotation or Order and these Terms and Conditions of Sale.

3. Quotations and Order

3.1 Unless previously withdrawn a Quotation is valid for thirty (30) days from issue or such other period as is stated therein and is subject to withdrawal or change at any time. Any Quotation provided by The Company is a mere invitation to treat and does not constitute a contractual offer.

3.2 By placing and/or accepting a quote, the Customer is deemed to accept these Terms and Conditions in full. A contract for supply of Goods and/or Services shall not come into existence until an authorised employee of The Company accepts the offer of the Customer in writing.

3.3 Once the Company has accepted an Order, the Customer may not alter or modify the Order unless written consent of an authorised employee of The Company is obtained.

3.4 Unless specifically included in the Quotation, the Quotation does not include the cost of removal or disposal of any rubbish or waste products related to the Goods.

4. Deposit

4.1. A deposit of 50% of the value of the order is required. Until The Company receives this deposit in cleared funds, the order will not be processed.

5. Price

5.1. In addition to the Price, the Customer agrees to pay for, if so requested by The Company:
(a) any increases in taxes and duties which The Company may be required to collect or pay after the date set out overleaf;
(b) all goods and services tax payable not otherwise included in the Price. The Company shall issue a tax invoice to the Customer for goods and services tax;
(c) customs clearance charges, temporary import surcharges, freight from the delivery point, special handling, special packaging or special documentation required by The Customer;
(d) the cost of holding, storing and insuring the Goods if delivery is delayed by or at the request of the Customer;
(e) the cost of installation of Goods and associated accessories;
(f) an increase in the Price of proportionate to any decrease in the rate of exchange of Australian currency with the currency of the United States of America;
(g) interest accruing daily on the unpaid balance of the price or any amount payable from its due date until the date of payment at the rate of five percent (5%) (to accrue from day to day);
(h) an administration fee of $35.00 per month on all amounts outstanding; and
(i) extra or additional costs or expenses incurred by The Company by reason of the instructions of information given by the Customer being incorrect or by reason of lack of insufficiency of instructions or by reason of any variations or amendments to the specifications or requirements for the Goods and/or Services or the type of goods being produced by ALL-Style DOORS Pty Ltd. Any such extra or additional cost will be accepted by the Customer and added to the price and will be paid by the Customer in accordance with these Terms and Conditions of Sale.

6. Payment

6.1. The Customer agrees to make payment of the balance of the Price at the time the Goods are delivered. The Company reserves the right to withhold delivery if payment is not made at the time of delivery and is not liable for any loss or damages that follow from the failure to deliver.

6.2. Time of payment is of the essence to the contract. The Customer will indemnify The Company on demand against all costs, charges, expenses and legal costs (on a solicitor and own client basis) incurred by The Company in recovering sums owed by the Customer.

6.3. Unless otherwise indicated, all payments shall be made in Australian currency.

7. Delivery and Risk

7.1. Risk in the Goods will pass to the Customer at The Company's warehouse upon the Goods being packed upon the vessel or vehicle which is to deliver the Goods to the Customer.

7.2. The Company gives or accepts delivery dates overleaf in good faith, but does not guarantee those dates. The Company shall not be liable to the Customer for any loss or damage whatsoever should The Company be delayed or prevented from delivering Goods or otherwise performing any of its contractual obligations due to any cause or circumstance of any kind whatsoever beyond its control. In the event of any such delay in delivery or supply, the due date for delivery shall be deferred for a period equal to the time lost by reason of the intervening cause or circumstance. Delay in delivery or any other default in respect of a delivery shall not relieve the Customer of any obligation in respect of any other delivery.

7.3. The Company reserves the right to make deliveries pursuant to these Terms and Conditions in instalments and the contract shall be severable as to such instalments. All such instalments, when separately invoiced, shall be paid for by the Customer without regard to the delivery of subsequent instalments.

7.4. Subject to clause 6.2, delivery dates shall not be varied by the Customer once they have been agreed to by The Company without the prior written consent of an authorised employee of The Company.

8. Personal Property Security Register (PPSR)

8.1. The Customer acknowledges and agrees that The Company has a registrable security interest in the Goods supplied.

8.2. The Customer consents to The Company registering its interest in the Goods supplied to the Customer on the PPSR.

8.3. The Customer undertakes to sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which The Company may reasonably require to enable registration of a financing statement or financing charge statement on the PPSR.

8.4. The Customer agrees to pay any legal fees incurred by The Company with respect to enforcing this Security Interest.

8.5. In the event that the Customer fails to pay for the Goods in full, the Customer agrees for The Company to enter into the premises where the Goods are located and remove the Goods until full payment is made. Such costs associated with the removal of Goods will be borne by the Customer.

9. Limitation of Liability

9.1. To the extent permitted by law;
(a) The Company will not be liable for any breach of statutory obligation or implied condition or warranty in respect of Goods and/or Services (or materials used in connection with Services) supplied to the Customer;
(b) The Company is not liable in any way to the Customer for any form of loss, damage or expense sustained or incurred by the Customer or any other party in consequence of or resulting directly or indirectly out of the supply of Goods and/or Services by The Company, the use or performance thereof, any breach by The Company of any contract incorporating these Terms and Conditions, or the negligence of The Company. Without limiting the generality of the foregoing, The Company is not liable in any circumstance whatsoever for any indirect or consequential losses, loss of profits or use, any rectification costs or any third party claims in connection with Goods, Services or the contract;
(c) Without limiting the generality of clause 9.1 (b), The Company shall under no circumstance be liable in any way whatsoever for any form of loss, damage to property or expense, including without limitation any indirect or consequential losses, loss of profits or use, any rectification costs or any third person claim in connection with Goods, Services or the Contract caused by or in any way relating to without limitation, injuries sustained from or in connection with the use of Goods supplied; and
(d) Should any law render a provision herein void or ineffective, the Customer agrees that the liability of The Company is limited to:
i. The repairer or replacement of those Goods supplied, the supply of goods equivalent to those supplied, or the payment of the cost of replacing or repairing the Goods at the option of The Company;
ii. The supply again of those Services supplied (or those materials used in connection with Services supplied) or the payment of the cost of having the Services supplied again, which gave rise to the breach, loss or damage, at the option of The Company.

10. Claims

10.1. The Company will not be liable for any claim for breach of any warranty given under clause 9 unless the Customer satisfies The Company that the Customer has strictly complied with any instructions of The Company relating to the relevant Goods and/or Services.

10.2. The Customer will:
a) notify The Company in writing within 48 hours of delivery of the relevant Goods or performances of the relevant Services if:
i. the Goods fail to comply with the relevant warranties and are in any way damaged, including any dents, scratches and/or imperfections, have impaired functionality or do not otherwise match the Goods as ordered; and/or
ii. the Services fail to comply with the relevant warranties; and
b) preserve as far as possible for The Company's inspection, Goods that are alleged not to comply with the relevant warranties.

10.3 The parties agree that in the event of a notice of defect issued under clause 10.2, The Company will attend the premises where the Goods are located within a reasonable time period, during business hours.

11. Building and Construction Industry Security of Payments Act 1999

11.1. At The Company's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security for Payments Act 1999 of New South Wales may apply.

11.2. Nothing in the contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

12. Termination

12.1. The Customer may terminate in whole or in part any contract for the supply of Goods and/or Services within 48 hours after the Order has been placed with The Company.

12.2. If the Customer terminates in whole or in part any contract for the supply of Goods and/or Services after 48 hours from the time the Order was placed, the Customer agrees to pay the total Price.

12.3. The Company reserves the right immediately to terminate or suspend The Company's performance of the whole or any outstanding part of any contract for the supply of Goods and/or Services without incurring any liability to the Customer in any of the following circumstances:
a) the Customer fails to take delivery of or pay for Goods and/or Services by the due date or breaches any other term of the contract;
b) the Customer enters into bankruptcy, liquidation or a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, enters into administration or becomes insolvent;
c) the Company notifies the Customer of having reasonable grounds for suspecting that an event in clause 12.2(b) has occurred or will occur, or that the Customer will not pay for Goods and/or Services on the due date;
d) there has been a substantial increase in The Company's costs of manufacture and supply of Goods and/or Services between the date of the contract and the date of delivery or dispatch arising from circumstances beyond The Company's control where the contract is for a fixed price and the Customer and The Company have failed to reach agreement on a reasonable adjustment in the price for remaining deliveries to recognise such increase within thirty (30) days of The Company notifying the Customer of such increase; or
e) contractual performance by either The Company or the Customer is delayed or prevented due to any cause or circumstance.

12.4. Termination by The Company under clause 12.3 shall be without prejudice to The Company's other remedies and The Company's right to recover payment from the Customer for any Goods and/or Services provided by The Company including those previously provided by The Company.

13. Company Warranty

13.1. Subject to clause 10 above, The Company shall have no obligations to repair or replace Goods.

13.2. The Company provides a thirty (30) day warranty on repairs and a three (3) month warranty on installations.

13.3. The Company denies liability and responsibility for Goods or subsequent damage occasioned by, or from the following events:
a) damage caused by water, fire, lightning, act of God, riot or war;
b) where damage has occurred as a result of the gross negligence of the Customer;
c) degradation of Goods due to wear and tear in normal use; and/or
d) the Customer's change of mind.

13.4. Should services be sought from The Company to remedy or replace any Goods due to the above events, then such services will be charged at The Company's standard rate.

13.5. The Company has a strict no return policy, subject to the warranties permitted by law, where the Customer has changed their mind, made an incorrect choice, mistake or provided incorrect instructions.

14. Customer Warranty

14.1 The Customer warrants to provide The Company with a safe work environment and to safely remove any items that may restrict access to the premises for the purpose of installation, repair or maintenance of the Goods.

14.2 The Customer will indemnify The Company against any claims, loss, damages arising from the Customer's failure to provide a safe work environment.

15. Force Majeure

The Company shall not be liable for failure to deliver the Goods and/or supply the Services for any reason whatsoever outside the reasonable control of The Company including, without limitation to the generality of the forgoing industrial action, war governmental action or regulation, act of God, riots, or non availability of stock or materials. Any such failure shall not affect the obligation of the Customer to pay for Goods already delivered.

16. Severability

If any provision of these Terms and Conditions is or becomes invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.