

TERMS AND CONDITIONS OF SALE

ACN: 169 441 383 ABN: 28 169 441 383

OFFER TO SUPPLY / QUOTATION VALIDITY

Our offer is valid for a period of 30 days from the date of quotation. Notwithstanding; the details of our quotation are subject to confirmation upon receipt of the official purchase order, drawings, specification details and our re assessment of the proposed requirements, including the installation procedures.

All variations in duty and exchange rates or additional taxes or levies to those applicable shall be paid by the customer.

Our quotation is subject to withdrawal by Crane Systems Australia at any time prior to our acceptance of the order and subject to review pending and following the submission of final drawings and specifications for customer approval.

ORDER ACCEPTANCE

An order once accepted by Crane Systems Australia, may not be cancelled or altered except upon terms and conditions satisfactory to Crane Systems Australia Pty Ltd; which, in the case of cancellations may include payment of a fee, which includes all expenses incurred by way of labour, materials, overhead expenses, fees, duties, taxes and loss of profit.

An order placed by the purchaser shall, when accepted by Crane Systems Australia, give rise to a binding contract which shall include all the terms and conditions set out herein and no variation of the terms of that contract shall be binding upon Crane systems Australia unless in writing and signed by an authorised officer of our Company.

DELIVERY

Unless otherwise agreed in writing, our Offer to Supply and / or Quotation does not include the cost of freight, unloading, installation and commissioning, or any specialised packaging of materials.

Delivery times are quoted in good faith and are as accurate as we are able to estimate but are not guaranteed.

The period quoted for delivery and completion commences after the receipt of deposit payment, as stipulated in the payment terms, and all particulars, specifications, drawings, technical data, approvals or information affecting the execution of the order.

Delivery times quoted may be subject to adjustment due to prior sale of equipment before receipt of order.

With regard to items quoted which are not of our manufacture, the delivery times indicated are based on the manufacturers promised delivery to Crane Systems Australia, or upon our estimate of delivery time.

Crane Systems Australia Pty Ltd will not accept liability for penalties or damages (either direct or indirect) for failure to deliver within the time, or by the dates quoted, unless expressly agreed otherwise in writing. Notwithstanding the fact that we do so agree, in no event will we be liable for any delay or failure in delivery if such delay or failure is caused by any act, matter or event beyond our control.

If the purchaser requests the postponement of a delivery of any item and such request is accepted by Crane Systems Australia, or if the purchaser delays in accepting or fails to accept any item, then...

(a) the purchaser shall pay to and indemnify Crane Systems Australia Pty Ltd from and against all costs, charges and expenses of storage, dismantling, sorting, preserving, transporting and insuring that item and of any crane, access equipment, labour costs incurred, and the risk of any loss of or damage to that item shall be borne by the purchaser; and

(b) If any condition or warranty has been made by Crane Systems Australia Pty Ltd that delivery of that item will be made by a specified time, then that condition or warranty shall become void.

TERMS OF PAYMENT

GST, is additional to the price.

New Cranes, Restoration, Fit-out:

Unless otherwise agreed in writing by Crane Systems Australia Pty Ltd; progress payments will be required as the work progresses to the extent of 100% of the value of the total contract upon completion.

The first payment shall be in the form of a deposit for 35% of the total contract value payable on placement of the order.

The second progress payment shall be for 60% payable prior delivery of goods to site and commencement of site works.

The balance of the full contract value payable on commissioning of each crane, or seven (7) days after installation, whichever comes first.

Service, Maintenance, Repair, Relocation:

Approved Account Customers - Strictly 30 days net following the date of invoice.
All others COD; pre- payment; or deposit and balance paid on completion.

Should a new crane installation, restoration, fit-out, relocation, upgrade, service, maintenance and / or repair be interrupted or delayed then any additional costs incurred by our company shall payable by the customer.

Hoists / Crane Kits:

Deposit with order, balance payable prior to shipment.

LATE PAYMENT

Late & overdue payments will be subject to a penalty charge of 18% per annum, or the highest rate permissible under the applicable law and shall be calculated from the due date until the receipt of payment in full. The customer shall pay such interest within seven (7) days of the respective invoice.

TITLE OF GOODS

All equipment supplied by Crane Systems Australia shall remain the property of Crane Systems Australia Pty Ltd and title to the goods shall not be passed to the customer until the total price including any variation has been paid in full.

SUPPLY & INSTALLATION

For the purpose of clarification, Supply and Installation refers to work undertaken and carried out by Crane Systems Australia Pty Ltd employees, subcontractors and appointed agents in relation to New Cranes; Restoration; Fit-out; Service; Maintenance; Repair; Relocation.

Cranes are designed, manufactured, installed, serviced and repaired in accordance with the current Crane Code AS1418.1 & AS 2550.1

Unless otherwise agreed to in writing by Crane Systems Australia Pty Ltd; the training of Crane Systems Australia Pty Ltd employees and subcontractors in relation to site specific Safety Induction; or to meet the particular needs of customers in relation to their OHS&E requirements; shall be at the customers cost.

The applicable Award related allowances, entitlements, penalty rates for site specific work including those related for travel, meals, living away from home and others, will be passed onto the customer unless otherwise agreed to in writing by Crane Systems Australia Pty Ltd.

If the crane is installed onto an existing runway, the client is responsible for the structural integrity of the runway and supporting structure including foundations.

If the crane is installed onto existing rails, it is the responsibility of the client to ensure that the tolerance of the runway and rails is in accordance with the Australian Standard and our requirements.

Customer to provide all local permits associated with the installation.

General personnel requirements of lunchroom, toilets, water, lighting, etc. are to be provided free of charge by the customer.

Except as otherwise noted all work is to be performed indoors, under roof, on hard stand and in a non-hazardous area. Gas or other product transmission lines in proximity to the intended work area are required to be decommissioned and purged prior to Crane Systems Australia undertaking our work.

Protection of all existing surfaces, plant, equipment and other items near to or abutting the work area is the responsibility of the customer.

Lighting and power for installation is to be available at the date required and provided free by the customer. 240V, 1 Phase and 415 Volt, 3 Phase 50 Hertz AC power for our use (for small tools and welder only) shall be provided within 30 metres of the actual work location or site of the item.

Prior to the commencement of installation final permanent power must be available and provided to a junction box adjacent to the point where the main isolating switch is to be located and live power shall be available for commissioning purposes.

Crane installation onto the runway rails requires sufficient clearance above the top of the crane beam to facilitate the mobile crane. No allowance has been made for the removal of roof or wall panels or the use of a second mobile crane or any other alternative equipment for installation. If required, the client shall provide panel removal and reinstatement and any additional equipment.

The area where the installation and site erection work is to be carried out shall be level, flat, stable and of a suitable condition to support the delivery, unloading and installation equipment used including the work to be carried out from it; and should be free of all obstructions and other trades prior to and during installation and commissioning. The site must be accessible during normal working hours. Should site conditions, interruptions or other circumstances cause Crane Systems Australia to incur additional expenses, then these will be charged to the customer.

Our prices are based on our installation crew making one visit to the job site to complete the whole installation.

Once an installation schedule is confirmed, the delivery, installation and commissioning will proceed over consecutive weekdays until completed. If postponement or delays occur as a result of a customer's delay, then additional charges will be applicable for the extra costs involved; these can include charges related to transport, freight, stand-down time, cranes, access equipment, labour hire, travel and accommodation.

Should the crane be delayed from dispatch from our works after completion due to site or other delays, an additional charge will be made for expenses incurred by Crane Systems Australia.

These costs include, and are not limited to, preservation and storage of the equipment including any extra labour, transport, crane and insurance costs.

Unless otherwise advised in writing by Crane Systems Australia Pty Ltd work conducted for customers outside of our normal working hours – Monday to Friday 8.00am to 4.00pm will attract additional charges in relation to overtime, penalty or call out costs.

During installation and erection, welding, drilling, burning and cutting will be performed as described. Additional work such as the removal / reinstatement of pipe-work, electrical cabling or ductwork, etc., permits, shall be the customers responsibility and at the customers cost.

Crane Systems Australia Pty Ltd shall not be liable for consequential damage or loss arising as a result of cutting, welding or otherwise performing the function of the works required during delivery, installation, load testing and commissioning. This extends to but is not limited to the rectification of existing paintwork or other surface finishes, tools, plant, machinery, equipment, pipe-work, ductwork, electrical cabling, etc.

Additional charges will apply in circumstances where steel reinforcement or other materials prevent or impede the drilling or cutting of concrete, masonry and similar materials.

If weather or climatic conditions are considered to be unsuitable and in breach of OHS&E Regulations at any time before or during installation, then work may cease or terminate until such time as it is deemed safe to resume. Crane Systems Australia Pty Ltd shall not be liable for any interruption or cessation of work nor additional costs incurred by the customer, its contractors or agents. Stand-down costs may apply until work is deemed safe to resume.

The customer is responsible for meeting all costs associated with the interruption of work that may arise from adverse weather conditions impacting the site.

Variations to our Scope of Work required to facilitate the installation or as directed shall be detailed; submitted for approval by the customer and fall payable by the customer prior to completion of the contract.

Where noted our quotation for installation will include allowances for transport, mobile crane, rigger, scissor lift and access equipment hire. The Occupational Health and Safety Act requires our company to ensure absolute safety at all times as per AS1470-1986 Section 2. Therefore if additional access equipment is required at the time of installation due to site OHS&E needs or other conditions then those costs shall be the responsibility of the customer.

COMMISSIONING & LOAD TESTING

When our quotation specifies that Crane Systems Australia Pty Ltd will undertake load testing and commissioning, clear access and permanent power is required. Unless otherwise noted the supply of test weights is the responsibility of the customer. In compliance with Australian Standards test weights shall be provided equal to the rated load capacity of the hoist/crane + 10%. The supply of test weights by the customer must have a certificate specifying the total tare weight, copy of a current weighbridge record will be acceptable.

COMPLETION DATES

Time of delivery / completion date will commence from whichever is the later:

1. Receipt of an official Purchase order and –
2. Receipt of a signed copy of the General Arrangement Approval Drawing clarifying all of the technical details and –
3. Receipt of the initial deposit –

ACCEPTANCE OF GOODS

The Purchaser shall inspect the goods immediately upon delivery and / or installation by Crane Systems Australia Pty Ltd and shall within seven (7) days of delivery and / or installation give notice in writing of any matter or thing by reason whereof it may be alleged that the goods are not in accordance with the contract. In case of failure to give such notice, the goods delivered and / or installed by Crane Systems Australia shall be deemed to be in all respects in accordance with the contract.

WARRANTY

New cranes, Restoration, Fit-out is covered by a 12 month manufacturer's warranty restricted to parts and labour only and applicable from the date of issue of the 'Certificate of Completion'.

Service, Maintenance, Repairs, Relocation is covered by a seven (7) day warranty restricted to labour only and applicable from the date of completion of the 'Technician Work Report'.

Electrical and mechanical components supplied by proprietary manufacturers are subject to the original equipment manufacturers standard warranties and are limited to the replacement of the part only. Warranty does not extend to labour, equipment, access, travel, and cartage and accommodation costs associated with removal and / or replacement of parts.

Wear items and components of Cranes or items subject to overuse or misuse are / or the ingress of materials, or use thereof in a hostile environment, are not covered by warranty.

All warranties are void if adherence to the recommended maintenance schedules in OEM manual and AS2550 are not maintained.

For the warranty period, servicing is to be performed by an authorised Crane Systems Australia Pty Ltd Service Technician or Agent.

In accordance with OH & S act the provision of safe access to the crane is responsibility of the crane owner/operator.

Should safe access NOT be provided by the owner/operator an additional charge will be made for the provision of equipment to enable safe access in the event of service and/or warranty works.

Additional charges may include, but are not limited to, access equipment, hire charges, travel, cartage, accommodation and labour costs.