AA STEEL WORKS

TERMS AND CONDITIONS

Supply only | Manufactured helical piles, components and associated goods

Supplier	AA Steel Works Pty Ltd ABN: 41 167 993 QBCC: 15033788
Customer	The customer identified in the Quotation/ Purchase Order
Contract documents	Quotation, accepted scope/schedule, these Terms, and approved written variations

IMPORTANT: These Terms form part of every Quotation. Acceptance of a Quotation, issue of an order, instruction to proceed, payment of a deposit, or acceptance of Goods or Services constitutes acceptance of these Terms.

1. Application and contract formation

1.1 These Terms apply to the exclusion of the Customer's terms unless AASW expressly agrees otherwise in writing. If documents conflict, the order of precedence is: approved variation, Quotation/scope, these Terms, then Customer documents expressly accepted by AASW.

1.2 A Quotation is an invitation to place an Order and remains open for 30 days unless stated otherwise. AASW may withdraw it before accepting an Order. An Order binds AASW only when accepted in writing or when AASW starts performance.

1.3 The Customer warrants that the person accepting the Quotation is authorised to bind the Customer and that all supplied plans, reports, loads, specifications, set-out information and instructions are complete, current and accurate.

2. Goods and specifications

AASW will manufacture and supply only the Goods expressly described in the Quotation. Installation, site work, engineering, testing, surveying, certification and supervision are excluded unless specifically itemised.

The Customer must check all quantities, dimensions, shaft and helix sizes, plate thicknesses, steel grades, coatings, lengths, connection details, tolerances, loads and delivery requirements before accepting the Quotation. AASW may rely on approved drawings, schedules and written instructions.

3. Design responsibility and suitability

Unless AASW engineering is expressly included, the Customer and its engineer are solely responsible for selecting the Goods, pile design, geotechnical assessment, structural loads, capacity, durability, corrosion allowance, design life, installation criteria, connection design, compliance and fitness for the intended site and purpose.

Any general capacity, torque, product or installation information provided by AASW is guidance only and is not project-specific engineering. The Customer must obtain suitably qualified engineering advice and all approvals before manufacture and installation.

4. Approvals, changes and manufacturing tolerances

Manufacture may start when AASW receives an accepted Order, required deposit, approved drawings/schedules and all necessary information. Once manufacture or material procurement starts, changes are Variations and may affect price and delivery.

Goods are supplied subject to the tolerances in the approved drawings, applicable Australian Standards and AASW manufacturing procedures. Minor variations in appearance, surface finish, weld profile, galvanised finish, straightness or dimensions within applicable tolerances are not defects.

5. Price, GST and payment

Prices exclude GST unless stated otherwise. GST, freight, packaging, special handling, testing, storage and other separately identified charges are payable in addition. Payment terms are those in the Quotation; if none are stated, 50% deposit is due before procurement/manufacture and the balance before dispatch.

The Customer must pay without retention, set-off or deduction except where required by law or agreed in writing. Overdue amounts bear interest at the Reserve Bank of Australia cash rate target plus 6% per annum, calculated daily, together with reasonable recovery costs. AASW may suspend manufacture or withhold dispatch while amounts are overdue.

6. Variations, cancellation and custom Goods

AASW may vary the price and delivery period for Customer changes, revised drawings, quantity changes, special inspection/testing, accelerated manufacture, material price changes outside a quotation validity period, or incomplete or inaccurate Customer information.

Orders for custom-made, cut-to-length, fabricated, galvanised or otherwise non-stock Goods cannot be cancelled or returned after procurement or manufacture starts unless AASW agrees in writing. The Customer must pay for completed work, committed materials, supplier charges and reasonable cancellation costs. Any cancellation charge will reflect AASW's actual or reasonably anticipated loss.

7. Delivery, collection and delays

Delivery dates are estimates. AASW may make partial deliveries and invoice each delivery. The Customer must provide safe access, an authorised receiver and suitable unloading equipment and personnel unless unloading is included.

Delivery occurs when Goods are unloaded at the nominated place, made available for collection, or handed to the Customer's carrier. If delivery or collection is delayed by the Customer, AASW may store the Goods at the Customer's risk and charge reasonable storage, handling and redelivery costs after notice.

AASW is not liable for carrier delay or loss outside its reasonable control, but will reasonably assist the Customer with any available carrier claim.

8. Risk, title and PPSA

Risk passes on delivery as defined above. Title remains with AASW until all amounts owing for the Goods are paid. Until title passes, the Customer must keep the Goods identifiable, protected, insured and free from any security interest other than AASW's, and must not dispose of them except in the ordinary course of business.

The Customer grants AASW a security interest in the Goods and their proceeds under the Personal Property Securities Act 2009 (Cth) and must do reasonable things required to register or perfect that interest. Subject to law, AASW may recover unpaid, readily identifiable Goods with the Customer's consent or other lawful authority and without breaching the peace.

9. Inspection, shortages and transport damage

The Customer must inspect Goods promptly on delivery and notify AASW in writing of visible transport damage, shortages or incorrect Goods within 5 business days, with photographs and delivery documents. Latent defects must be notified promptly after discovery. Failure to notify does not remove rights that cannot lawfully be excluded, but AASW is not responsible for additional loss caused by unreasonable delay.

The Customer must preserve allegedly defective Goods and give AASW a reasonable opportunity to inspect. Goods must not be installed, modified or repaired after a suspected defect is identified unless necessary for safety or agreed in writing.

10. Installation by others

The Customer is responsible for ensuring installers are competent, appropriately licensed, trained and equipped, and follow approved engineering, AASW installation requirements and applicable laws and standards. AASW is not responsible for installation torque, verticality, location, depth, cut-off, splice quality, handling damage, site welding, concrete filling, caps/connections, records or certification where work is performed by others.

Any product warranty is conditional on correct transport, storage, handling and installation. If requested, the Customer must provide installation records, torque logs, equipment calibration, photographs, survey and other evidence reasonably required to assess a claim or support any separately agreed certification.

11. Coatings, storage and corrosion

Galvanising and other coatings are included only if stated. Hot-dip galvanised surfaces may show drainage marks, ash, dross, colour variation, vent/drain holes and local repair consistent with applicable standards. Coating damage caused after risk passes is the Customer's responsibility.

The Customer must store Goods off the ground, adequately supported, secured against rolling or bending, and protected from standing water, contamination and incompatible materials. Durability or design-life statements depend on the nominated exposure, corrosion assumptions, coating condition and maintenance and are not guarantees of actual service life.

12. Returns and rectification

Stock Goods may be returned only with AASW's prior written approval, unused and in saleable condition, and may be subject to reasonable freight, inspection and restocking costs disclosed before acceptance. Custom Goods are not returnable unless defective or AASW agrees otherwise.

For Goods proven not to comply with the Contract, AASW may repair, replace or credit them, subject to rights that cannot lawfully be excluded. AASW is not liable for defects caused by incorrect specification, design or use by the Customer, improper storage/handling/installation, alteration, site welding by others, overloading, abnormal corrosion exposure or ordinary wear.

13. Intellectual property and confidentiality

AASW retains all intellectual property in its proprietary pile systems, helix geometry, manufacturing methods, calculations, drawings, details, tools and technical material. Once all amounts are paid, the Customer receives a non-exclusive licence to use project-specific documents solely for the project and purpose for which they were issued. The Customer must not manufacture, reproduce, reverse engineer or provide AASW proprietary material to any other party without written consent.

14. Australian Consumer Law and warranties

Nothing in the Contract excludes, restricts or modifies a guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation. Where liability for a failure of a statutory guarantee can lawfully be limited, AASW limits its liability, at its option, to repairing or replacing the Goods, resupplying the Services, or paying the reasonable cost of doing so.

Any AASW express product or workmanship warranty stated in the Quotation applies only for its stated period and conditions. Design life is an engineering durability assumption and is not a warranty period. Warranty does not cover fair wear, corrosion outside the nominated exposure assumptions, misuse, alteration, installation or work by others, overloading, changed ground or groundwater conditions, movement outside the pile system, or failure to follow AASW requirements.

15. Liability

To the maximum extent permitted by law, neither party is liable to the other for indirect or consequential loss, loss of profit, revenue, opportunity, production, goodwill, financing cost, or liquidated damages, except where expressly accepted in the Quotation.

To the maximum extent permitted by law, AASW's aggregate liability arising from the Contract is limited to the amount paid or payable to AASW under the affected Quotation. This cap does not apply to liability that cannot lawfully be limited, or to personal injury or property damage caused by AASW's negligence. Each party must take reasonable steps to mitigate loss.

16. Indemnity

The Customer indemnifies AASW against third-party claims and reasonable loss to the extent caused by inaccurate Customer information, Customer-supplied design or instructions, unsafe or undisclosed site conditions, damage or alteration by others, the Customer's breach, or negligence of the Customer or its personnel. The indemnity is reduced to the extent AASW caused or contributed to the loss.

17. Suspension and termination

AASW may suspend performance on written notice if payment is overdue, the site is unsafe or not ready, information or approvals are missing, a Latent Condition prevents progress, or the Customer materially breaches the Contract. AASW is entitled to reasonable demobilisation, remobilisation, delay and storage costs caused by the suspension.

Either party may terminate for a material breach not remedied within 7 days after written notice, or immediately if the other party suffers an insolvency event. On termination, the Customer must pay for Goods manufactured or committed, Services performed, unavoidable supplier cancellation charges, and reasonable demobilisation and termination costs. Rights accrued before termination continue.

18. Force majeure

A party is not liable for delay or failure caused by an event beyond its reasonable control, including severe weather, flood, fire, industrial action, transport interruption, supply shortage, government action, utility interruption or major plant breakdown not reasonably avoidable. Time is extended for the effect of the event. Either party may terminate the affected unperformed portion if the event continues for more than 30 days, with the Customer paying amounts properly due for work and commitments to the termination date.

19. Disputes

A party claiming a dispute must give written notice describing it. Senior representatives must meet or confer in good faith within 5 business days. If unresolved after 10 business days, either party may refer it to mediation in Queensland. This clause does not prevent urgent interlocutory relief, debt recovery, adjudication, or exercise of statutory rights under security-of-payment legislation. The parties must continue undisputed obligations where reasonably practicable.

20. General

20.1 The Contract may be amended only in writing signed or confirmed by authorised representatives. A waiver must be in writing and applies only to the stated instance.

20.2 If a provision is invalid or unenforceable it is read down or severed, and the remainder continues.

20.3 AASW may subcontract performance while remaining responsible for its contractual obligations. Neither party may assign the Contract without the other's consent, not to be unreasonably withheld, except AASW may assign receivables or assign as part of a business restructure or sale.

20.4 Notices may be delivered by hand or email to the addresses stated in the Quotation and are deemed received when delivered, or for email when no delivery failure notice is received.

20.5 The Contract is governed by Queensland law and the parties submit to the non-exclusive jurisdiction of Queensland courts.

20.6 Nothing creates a partnership, joint venture, agency or employment relationship.

21. Definitions

“AASW” or “Supplier” means AA Steel Works Pty Ltd; “Customer” means the entity named in the Quotation; “Contract” means the contract formed from the Contract documents; “Goods” means products supplied by AASW; “Services” means the supply-only services, if any, and manufacture and delivery of Goods described in the Quotation; “Latent Condition” means a physical condition at, below or near the site materially different from what AASW reasonably anticipated from the information made available before pricing; “Quotation” includes its scope, price, assumptions, inclusions, exclusions and schedule of rates; and “Variation” means an agreed or instructed change to the Goods, Services, sequence, conditions or assumptions.