

1. Terms of Payment

Unless a credit facility has been granted by Advanced Living Solutions (referred to as ALS hereafter) terms are strictly COD, and payment must be made in full on or before the date of delivery / completion.

2. Credit Terms

Credit application forms must be completed and original copies must be returned to ALS. Credit trading terms may be granted, revised and or withdrawn at the discretion of ALS. Accounts are 30 days EOM unless otherwise advised in writing from ALS.

ALS reserves the right to withdraw credit facility upon breach of the Terms and Conditions. All and any monies owing becomes due and payable immediately. Information in credit application may be disclosed to a credit reporting agency and or credit providers.

3. Pricing

ALS reserves the right to vary quoted prices with a period of 60-days notice following written notification being issued by ALS In accordance with exchange rates, Government taxes and charges. Freight shall be paid by the customer unless pre-approved by ALS. All prices quoted exclude GST.

4.. Trade Marks

Neither ALS's agreement to sell goods to a customer nor the supply of goods to a customer shall confer any right upon the customer to use any trade mark of which ALS is the registered holder and, at all times, such trademarks remain the property of ALS.

5. Title

Title to all goods supplied by ALS remains with ALS, and does not pass to the Customer until payment is made by the Customer to ALS in full for all goods supplied. Prior to the title to such goods passing to the Customer or the goods being sold to a third party, and notwithstanding that title to such, the title of the goods remain with ALS, and the Customer agrees to hold the goods at it's own risk and to indemnify ALS for all loss or damage to the goods from the time they leave the ALS warehouse to the time when ownership of the goods passes to the customer.

Prior to title to such goods passing to the Customer or the goods being sold to a third party, the Customer authorises ALS (or a representative of ALS) to enter upon any premises where the goods are kept and to retake possession of the goods where full payment for the goods is not received by the Terms set out by ALS.

6. Warranty

Products are covered by a back to base warranty and conditions are limited to respective warranty conditions specified by the product manufacturer, in accordance with fair trading act laws. The Customer shall be solely responsible for determining suitability for use and ALS shall in no event be liable in this respect.

7. Liability

The goods set out in ALS specifications are only intended to reduce the risk of loss and damage to property and entry to persons in, on, or near the premises in which the goods are installed to the extent that is reasonable practicable by use of such goods. ALS will in no event be liable for any direct, indirect, liquidated, special or consequential damages whatsoever, whether grounded in tort (including negligence) strict liability or contract, and ALS liability under no circumstances will exceed the selling price of the goods or services for which liability is claimed. Any action for breach of contract must be commenced within one year after the cause of action has accrued. ALS shall not incur any financial penalty due to delays in completion of works within the time frame offered for completion as a result of non-availability of components.

8. Return of Goods

ALS may at its sole discretion, and providing the goods were sold within 30 days from the required date and providing the goods are in as new condition (including technical material & packaging), refund the purchase price or credit the Customer's account (as applicable) with the purchase price of the goods subject to an administrative charge of 25% of the purchase price of the goods. Stock items made/built to order for the Customer is not returnable unless faulty.

9. Enforcement

If any of these conditions are invalid, void or enforceable. all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be full force and effect in accordance with their terms.

10. Terms and Conditions Availability

ALS may amend its Terms and Conditions on occasion and the Customer will at all times be entitled to view recent Terms and Conditions at any branch of ALS. The Customer agrees that it will at all times ensure it is aware of ALS's latest terms and conditions prior to each order it places.