

## ACA Engineering QLD Pty Ltd – Terms & Conditions of Trade

### **1. Definitions**

“Supplier” means ACA Engineering.

“Customer” means the purchaser of services from ACA Engineering.

“Services” means machining, engineering, or related services provided by ACA Engineering.

### **2. Payment Terms**

Unless otherwise agreed in writing, payment terms are thirty (30) days from the end of the month in which the invoice is issued (EOM + 30). Notwithstanding this, ACA Engineering reserves the right, at its sole discretion, to require the first transaction to be paid on a Cash On Delivery (COD) basis.

Following satisfactory completion of the first transaction, ACA Engineering may, at its discretion, approve the customer for a credit account and apply EOM + 30 payment terms, or continue to require payment on a COD basis.

Our minimum charge is \$200 + GST for any work performed.

All amounts are payable in full, without deduction, withholding, or set-off.

### **3. Late Payment & Recovery Costs**

Interest may be charged on overdue amounts at 10% per annum, calculated daily until payment is received in full.

The Customer shall be liable for all reasonable costs of collection incurred by ACA Engineering, including debt collection agency fees and legal costs.

### **4. Disputed Invoices**

Any dispute regarding an invoice must be notified to ACA Engineering within 7 days of the invoice date.

The Customer must pay all undisputed amounts by the due date.

### **5. Variations & Additional Work**

Any variation to agreed works or additional services requested will be invoiced separately and subject to the same payment terms.

### **6. GST**

All prices are exclusive of GST unless otherwise stated. GST is payable in accordance with the “A New Tax System (Goods and Services Tax) Act 1999 (Cth).”

### **7. Limitation of Liability and Acceptance of Work**

To the extent permitted by law, ACA Engineering's liability is limited to, at its option, resupplying the Services or refunding the price paid.

ACA Engineering shall not be liable for any indirect, consequential, or special loss arising from the provision of the Services.

ACA Engineering will exercise all due care, skill, and expertise reasonably expected of a professional engineering service provider in performing the Services.

Where Services are performed strictly in accordance with the Customer's specifications, drawings, instructions, materials, or design requirements, ACA Engineering's responsibility is limited to carrying out those instructions as provided and does not extend to the suitability, performance, or outcome of the final application beyond that scope.

The Customer acknowledges that certain engineering and machining processes involve inherent technical risks and tolerances which cannot be entirely eliminated, even when reasonable care and industry-standard practices are applied.

To the maximum extent permitted by law, ACA Engineering's total liability arising from or in connection with the Services shall not exceed an amount equal to **two (2) times the charges invoiced** for the relevant Services, unless otherwise expressly agreed in writing.

#### **8. Termination of Credit Facilities**

ACA Engineering reserves the right to withdraw credit terms and require immediate payment if the Customer fails to comply with these Terms, becomes insolvent, or enters into external administration.

#### **9. Governing Law**

These Terms are governed by the laws of Queensland, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

#### **Customer Acknowledgement**

I/we acknowledge and agree to the above Terms & Conditions of Trade with ACA Engineering.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_