



## TERMS AND CONDITIONS

**Service Work:** A service facility is available at Alemlube Pty. Ltd Head Office in Sydney to undertake repair work on products. Standard turnaround on repairs is 3 to 5 days from receipt of goods, however, quicker repairs can be arranged if required. Returns to be delivered on senders freight at senders expense.

**Returns:** No item will be accepted for return without prior consultation with our head office and a corresponding return goods number being assigned and correct Return Form paperwork completed and returned with the goods. An invoice number must also accompany all returns. A 10% restocking fee will apply unless goods to the equivalent value are reordered. The freight charge on all returns must be paid by the company returning the goods.

**Minimum Invoice Value:** Please note our minimum invoice amount for all product orders is \$50 nett, ex Freight, ex GST.

**Terms:** Standard terms of business are net 30 days. When accounts are overdue dispatch of orders will be stopped until payment covering old accounts is received. We reserve the right to charge overdue account interest not in excess of the current bank prime interest rates.

**Warranty Policy:** Your Alemlube Pty Ltd product is warranted to the original user against defects in workmanship or materials under normal use for a period of twenty four months\* after purchase date. Any products which is determined to be defective in material and workmanship and returned to Alemlube P/L, shipping costs prepaid, will be repaired or replaced at Alemlube's option.

This warranty also covers parts that are subject to wear such as O rings, packings, seals, springs, electronic and even electrical components. The warranty does not cover damage or failure which in the judgement of Alemlube arises from misuse, abrasion, corrosion, negligence, accidental damage, faulty installation or tampering. If Alemlube inspection discloses no defect in material or workmanship, repair or replacement and return will be made at customary charges.

Alemlube has made a diligent effort to accurately illustrate and describe its product in all its literature. However, such illustrations and descriptions are not a warranty.

The above express warranty is in lieu of and excludes all other warranties, express or implied, including, without limitation, merchantability or fitness for a particular purpose.

The purchaser shall give written notice of any claim to Alemlube within ten days after discovery of any alleged defect.

Alemlube shall not be liable for consequential damages, losses, delays, labour costs or any other expense directly or indirectly arising from use of the product, its liability being expressly limited to the replacement or repair of any defective product or an allowance of credit therefore. The remedy and recovery of the purchaser on any claim against Alemlube, whether based on contract of this warranty or any alleged negligence shall be as stated and limited herein and shall be exclusive.

**\*Applies to the vast majority of Alemlube products.**



### **PRIVACY ACT 1988**

In relation to this Application for Commercial Credit submitted to Alemlube Pty. Ltd , the undersigned individual hereby acknowledges and agrees that, subject always to the provisions of the Privacy Act 1988, if you consider it relevant to assessing this application for any commercial credit sought or extended or to collecting overdue payments. You may obtain from or provide to a credit reporting agency, another credit provider or other authorised party, a report containing personal commercial credit information of the type permitted by Law and may use such information for any purpose of the Law, including exchanging same with another credit provider for the purpose of assessing the Applicant's credit worthiness or any application for credit or commercial credit lodged by the applicant.

### **GUARANTEE**

I/We the above named Directors/Proprietors hereby agree to abide by your General Terms and Conditions and Payment terms of Net 30 days. I/We also agree to be jointly and severally liable, by way of Personal Guarantee to Alemlube Pty. Ltd for the due payment for all goods and or services Alemlube Pty. Ltd may from time to time supply to us and for all debts whatsoever and wheresoever contracted by our Company in respect of the goods and services supplied to it. This agreement shall be a continuing Guarantee and shall not be determined either by the death of the Guarantor or by the liquidation of the customer.

Signature ..... Signature .....

Print Name. .... Print Name .....

Date ..... Date .....

### **Alemlube Pty. Ltd.**

#### **Head Office**

22 Green Street, Brookvale NSW 2100 Australia

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