

3 YEAR WARRANTY CERTIFICATION

This certificate is to guarantee 3 years warranty from date of purchase on the following AMS Australia products;

DLLH33T Stainless Steel Internal and External Handles
DLLH33 Stainless Steel Internal and External Handles
DLLH46T Stainless Steel Internal and External Handles
DLLH46 Stainless Steel Internal and External Handles
DLLH54T Stainless Steel Internal and External Handles
DLLH54 Stainless Steel Internal and External Handles
AMS-003 Secure Under Door Seal

Clarifications:

Proof of purchase must be provided with any warranty claims.

This warranty does not cover damage caused by general wear and tear or acts of god.

The product must be installed according to AMS specifications.

This warranty does not impact manufactures warranties of products not manufactured by AMS Australia.

This warranty complies with the requirements of Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) per clauses 14 – 14.11 of the AMS Terms of Trade

AMS AUSTRALIA

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ABN: 90 114 059 040 **Master Security License:** 175020208

Website: <https://amsaustralia.com.au/> **A Part of Alchin Long Group**

1.1	Definitions "AMS Australia" means AMS Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of AMS Australia Pty Ltd.	8.2	AMS Australia shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.	13.3	The Client irrevocably appoints AMS Australia and each director of Australia as the Client's true and lawful attorney/s to perform all the necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.	18.	Privacy Act 1988 The Client agrees for AMS Australia to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, date of birth, previous credit applications, credit history) about the Client, in relation to credit provided by AMS Australia.
1.2	"Client" means the persons or any person acting on behalf of and with the authority of the Client to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	8.3	If the giving of an estimate or quotation for the supply of Goods involves AMS Australia estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of AMS Australia's estimated measurements and quantities before the Client places an order based on such estimate or accepts such quotation or on signed shop-approved drawings.	14.1	The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify AMS Australia in writing of any evident defect (damage, shortage in quantity, or failure to comply with the description or quality of the Goods) or any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow AMS Australia to inspect the Goods.	18.2	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
	(a) if there is more than one Client, is a reference to each Client jointly and severally; and						(a) to assess an application by the Client; and/or
	(b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and	8.4	Should the Client require any changes to AMS Australia's estimated measurements and quantities, the Client shall request such changes in writing. In the case of an estimate, such notification shall be made before placing an order based on that estimate; and in the case of a quotation, before acceptance of that quotation.	14.2	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Damages or Excluded Guarantees).		(b) to notify other credit providers of a default by the Client; and/or
1.3	"Goods" means all Goods or Services supplied by AMS Australia to the Client at the Client's request from time to time (where the context so permits, the terms "Goods" or "Services" shall be interchangeable for the 9.1 other).	9.	Specifications of the Goods Where AMS Australia gives advice or recommendations to the Client, or the Client's agent, with specific instructions regarding the use of the Goods and such advice or recommendations are not acted upon then AMS Australia shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent purchase of the Goods.	14.3	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.		(c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or
1.4	"Documentation" means any documents, designs, drawings or other materials provided, utilised or created incidentally by AMS Australia in the course of it conducting, or providing to the Client, the Services.	9.2	The Client acknowledges that:	14.4	Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, AMS Australia makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. AMS Australia's liability in respect of these warranties is limited to the fullest extent permitted by law.	18.3	(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
1.5	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between AMS Australia and the Client in accordance with 9.2 clause 5 below.	9.3	(a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in AMS Australia's or manufacturer's fact sheets, price lists or advertising material, approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated in such writing by AMS Australia;	14.5	If the Client is a consumer within the meaning of the CCA, AMS Australia's liability is limited to the extent permitted by section 54A of Schedule 2.	18.4	The Client consents to AMS Australia being a consumer credit provider to collect overdue payment on commercial credit.
1.6	"GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).	9.4	(b) while AMS Australia may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that AMS Australia has given these in good faith based on AMS Australia's own knowledge and experience and are estimates which are variable due to factors out of AMS Australia's control;	14.6	(i) limited to the value of any express warranty or warranty card provided to the Client by AMS Australia at AMS Australia's sole discretion;		The Client agrees that personal credit information provided may be used and retained by AMS Australia for the following purposes (and for other agreed purposes or required by):
2.1	Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	9.5	(c) any advice or recommendations shall be accepted without liability on the part of AMS Australia and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods or Services, and are estimates which are variable due to factors out of AMS Australia's control.	14.7	(ii) limited to any warranty to which AMS Australia is entitled, if AMS Australia did not manufacture the Goods;		(a) the provision of Goods; and/or
2.2	These terms and conditions may be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and AMS Australia.	9.6	AMS Australia reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases AMS Australia will notify the Client in advance of any such substitution.	14.8	(c) otherwise negated absolutely.		(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
2.3	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2001 or any other applicable provisions of that Act or any Regulations relating to that Act.	9.7	Compliance with laws The Client and AMS Australia agree that both parties shall comply with the provisions of all statutes, regulations and bylaws of government, local or other public authorities that may be applicable to the provision of Services by AMS Australia.	14.9	(f) the Client failing to follow any instructions or guidelines provided by AMS Australia;		(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
3.1	Errors and Omissions The Client acknowledges and accepts that AMS Australia shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	9.8	The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required to enable AMS Australia to provide the Services.	15.1	(g) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(d) enabling the collection of amounts outstanding in relation to the Goods.
	(a) resulting from an inadvertent mistake made by AMS Australia in the formation and/or administration of this contract; and/or	9.9	Title AMS Australia and the Client agree that ownership of the Goods shall not pass until:	15.2	(h) the Client failing to properly maintain or store any Goods;	18.5	AMS Australia may give information about the Client to a CRB for the following purposes:
	(b) contained in/omitted from any literature (hard copy or electronic) supplied by AMS Australia in respect of the Services.	10.1	(a) the Client has paid AMS Australia all amounts owing to AMS Australia; and	15.3	(i) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(a) to obtain a consumer credit report;
	(c) in the event such an error and/or omission occurs in accordance with 3.1, and is not attributable to the negligence and/or willful misconduct of AMS Australia, the Client shall not be entitled to treat this contract as repudiated nor render it void.	10.2	(b) the Client has met all of its other obligations to AMS Australia. Receipt by AMS Australia of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.	15.4	(j) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(b) allow the CRB to create or maintain a credit information file about the Client including credit history.
4.1	Change in Control The Client shall give AMS Australia not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number, change of trustees, or business practice). The Client shall be liable for any loss incurred by AMS Australia as a result of the Client's failure to comply with this clause.	10.3	(c) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of AMS Australia and must sell, dispose of or return the resulting product to AMS Australia as it so directs.	15.5	(k) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	18.6	The information given to the CRB may include:
5.1	Price and Payment At AMS Australia's sole discretion the Price shall be either:	10.4	(d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of AMS Australia and must sell, dispose of or return the resulting product to AMS Australia as it so directs.	15.6	(l) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(a) personal information as outlined in 18.1 above;
	(a) as indicated on any invoice provided by AMS Australia to the Client; or	10.5	(e) the Client irrevocably authorises AMS Australia to enter any premises where AMS Australia believes the Goods are kept and recover possession of the Goods.	15.7	(m) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(b) name of the credit provider and that AMS Australia is a current credit provider to the Client;
	(b) AMS Australia's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.6	(f) AMS Australia may recover possession of any Goods in transit whether or not delivery has occurred.	15.8	(n) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(c) where the credit provider is a licensee;
5.2	AMS Australia reserves the right to change the Price:	10.7	(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for AMS Australia and must pay or deliver the proceeds to AMS Australia on demand.	15.9	(o) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(d) type of consumer credit;
	(a) if a variation to the Services (including any variation to the Client's brief or specifications) is requested; or	10.8	(h) AMS Australia may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.	16.1	(p) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(e) details concerning the Client's application for credit or commercial credit (e.g. a detailed commercial determination of the credit account and the amount requested);
	(b) where additional Services are required (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to AMS Australia in the cost of taxes, levies, inaccurate structural measurements provided by the Client or where additional Services are required due to unforeseen circumstances) which are only discovered during the provision of the Services; or	10.9	(i) Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to AMS Australia for Services – that have previously been supplied and that will be supplied in the future by AMS Australia to the Client.	16.2	(q) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	18.7	(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for recovery of payment has been made and direct recovery action commenced or alternatively that the Client no longer has any overdue accounts and AMS Australia has been paid or otherwise discharged and all debts surrounding the Client's credit are paid (dates of payments);
	(c) in the event of increases to AMS Australia in the cost of labour or materials, which are beyond AMS Australia's control; or	10.10	(j) The Client undertakes to:	16.3	(r) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(g) information that, in the opinion of AMS Australia, the Client has committed a serious credit infringement;
	(d) where additional costs are incurred by AMS Australia due to unexpected delays such as the receipt of approvals or permits, or access to the site not being available as was agreed or when pre-arranged;	10.11	(i) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which AMS Australia may reasonably require to:	16.4	(s) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
	(e) all additional Services shall be shown as variations and must be paid in full at all times of completion.	10.12	(ii) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register established by the PPSSA or releasing any such security interest without the prior written consent of AMS Australia;	16.5	(t) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	18.8	The Client shall have the right to request (by e-mail) from AMS Australia:
5.3	Variations will be charged for on the basis of AMS Australia's quotation, and will be detailed in writing, and shown as variations on AMS Australia's invoice. The Client shall be required to respond to any variation submitted by AMS Australia within ten (10) working days. Failure to do so will entitle AMS Australia to add the cost of the variation to the Price.	10.13	(iii) correct a defect in a statement referred to in clause 12.2(a)(i) or 12.2(a)(ii);	16.6	(u) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(a) a copy of the information about the Client retained by AMS Australia and the right to request that AMS Australia correct any incorrect information; and
5.4	At AMS Australia's sole discretion a non-refundable deposit of fifty percent (50%) of the Price may be required.	10.14	(iv) indemnify, and upon demand reimburse, AMS Australia for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSSA or releasing any such security interest without the prior written consent of AMS Australia;	16.7	(v) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(b) that AMS Australia does not disclose any personal information about the Client for the purpose of direct marketing.
5.5	Time for payment for the Goods being the essence, the Price will be payable by the Client on the dates determined by AMS Australia, which may be:	10.15	(v) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	16.8	(w) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	18.9	AMS Australia will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
	(a) on delivery of the Goods;	10.16	(vi) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	16.9	(x) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		The Client can make a privacy complaint by contacting AMS Australia (e-mail: ams@amsaustralia.com.au) will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au .
	(b) before delivery of the Goods;	10.17	(vii) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.1	(y) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	19.	Service of Notices Any written notice given under this contract shall be deemed to have been given and received:
	(c) thirty (30) days following the date of the invoice which is posted to the Client's address or address for notices;	10.18	(viii) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.2	(z) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(a) by handing the notice to the other party, in person;
	(d) the date specified on any invoice or other form as being the date for payment; or	10.19	(ix) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.3	(aa) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(b) by leaving it at the address of the other party as stated in this contract;
	(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by AMS Australia.	10.20	(x) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.4	(ab) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(c) by sending it by registered post to the address of the other party as stated in this contract;
5.6	Payment may be made by electronic-line banking or credit card (a charge may apply per transaction), or by any other method as agreed to 12.3 between the Client and AMS Australia.	10.21	(xi) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.5	(ac) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
5.7	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed by the Client by AMS Australia nor withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay AMS Australia an amount equal to any GST AMS Australia must pay for any supply by AMS Australia under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays its GST. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	10.22	(xii) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.6	(ad) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	18.10	(e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
6.1	Delivery of Goods Delivery (Delivery) of the Goods is taken to occur at the time that AMS Australia (or AMS Australia's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	10.23	(xiii) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.7	(ae) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	19.1	Trusts If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any Trust ("Trust") then whether or not AMS Australia may have notice of the Trust, the Client covenants with AMS Australia as follows:
6.2	At AMS Australia's sole discretion the cost of delivery is in addition to the Price.	10.24	(xiv) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.8	(af) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
6.3	Where the Goods are delivered in a clear heat sealed bag, no returns of the Goods will be accepted if the heat sealed bag has been opened or damaged.	10.25	(xv) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.9	(ag) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(b) the Client has full and complete power and authority under the Trust to enter into the contract and to enforce the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be out of party to any other action which might prejudice that right of indemnity.
6.4	Any time specified by AMS Australia for Delivery of the Goods is an estimate only and AMS Australia will not be liable for any loss or damage incurred by the Client as a result of delivery late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that AMS Australia is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then AMS Australia shall be entitled to charge a reasonable fee for redelivery and/or storage.	10.26	(xvi) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.10	(ah) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(c) the Client will not without consent in writing of AMS Australia, cause, permit, or suffer to happen any of the following events:
7.1	Risk Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	10.27	(xvii) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.11	(ai) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(i) the removal, replacement or retirement of the Client as trustee of the Trust;
7.2	If any of the Goods are damaged or destroyed following delivery prior to or upon ownership passing to the Client, AMS Australia is entitled to receive all amounts payable for the Goods. The production of these terms and conditions by AMS Australia is sufficient evidence of AMS Australia's rights to receive the insurance proceeds without the need for any person dealing with AMS Australia to make further enquiries.	10.28	(xviii) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.12	(aj) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(ii) any alteration to or variation of the terms of the Trust;
7.3	The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate its installation.	10.29	(xix) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.13	(ak) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		(iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.
7.4	Where the contract does not include installation of Goods by AMS Australia, AMS Australia shall not be liable for any defect or damage resulting from incorrect or faulty installation.	10.30	(xx) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.14	(al) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	20.	General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable for any reason, the validity, enforceability and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of the Australian Capital Territory, the territory in which AMS Australia has its principal place of business, and are subject to the jurisdiction of the courts in the Australian Capital Territory.
8.1	Dimensions, Plans and Specifications All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless AMS Australia and the Client agree otherwise in writing.	10.31	(xxi) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.15	(am) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	21.	Subject to clause 14, AMS Australia shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by AMS Australia of these terms and conditions (alternatively AMS Australia's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
		10.32	(xxii) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	17.16	(an) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		AMS Australia may license and/or assign all or any part of its rights and/or obligations under this contract to any third party.
				17.17	(ao) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		The Client cannot license or assign without the written approval of AMS Australia.
				17.18	(ap) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		AMS Australia may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and warrants that they have no authority to give any instruction to any of AMS Australia's sub-contractors without the authority of AMS Australia.
				17.19	(aq) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		The Client agrees that AMS Australia may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request to AMS Australia to provide Goods to the Client.
				17.20	(ar) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		Neither party shall be liable for any loss or damage due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
				17.21	(as) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		Both parties warrant that they have the power to enter into this contract and have obtained necessary AMS Australia authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.
				17.22	(at) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.23	(au) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.24	(av) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.25	(aw) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.26	(ax) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.27	(ay) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.28	(az) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.29	(ba) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.30	(bb) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.31	(bc) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.32	(bd) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.33	(be) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.34	(bf) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.35	(bg) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.36	(bh) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.37	(bi) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.38	(bj) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.39	(bk) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.40	(bl) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.41	(bm) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.42	(bn) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.43	(bo) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.44	(bp) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.45	(bq) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.46	(br) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.47	(bs) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.48	(bt) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.49	(bu) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.50	(bv) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.51	(bw) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.52	(bx) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.53	(by) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.54	(bz) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.55	(ca) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.56	(cb) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.57	(cc) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.58	(cd) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.59	(ce) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.60	(cf) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.61	(cg) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.62	(ch) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.63	(ci) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
				17.64	(cj) the Client continuing the use of any Goods after		

5 YEAR WARRANTY CERTIFICATION

This certificate is to guarantee 5 years warranty from date of purchase on the following AMS Australia products;

AMS MSB62-100 Slimline Lock Monitoring Box
AMS MSB62-10 (MK11) Lock Monitoring Box
AMS MSB62-333 Self-Latching Lock Monitoring Box
AMS MSB62-5004 Lock Monitoring Box
AMS MSB62-10 Dual Pole Lock Monitoring Box
AMS SLPB Single Blocker Plates
AMS DLBP Double Blocker Plate
AMS CT-20 Cable Transfer
AMS CB Cranked Bolt
AMS VP01 Viewing Panel
AMS SDG Security Door Grill
AMS HS Monitored Access Panels (250, 450 & 600)

Clarifications:

Proof of purchase must be provided with any warranty claims.

This warranty does not cover damage caused by general wear and tear or acts of god.

The product must be installed according to AMS specifications.

This warranty does not impact manufactures warranties of products not manufactured by AMS Australia.

This warranty complies with the requirements of Defects, Warranties and Returns,

Competition and Consumer Act 2010 (CCA) per clauses 14 – 14.11 of the AMS Terms of Trade

AMS AUSTRALIA

U5 & 6, 9 Brookes St Mitchell, ACT, 2911, Australia

Phone: +61 (2) 6262 2100

ABN: 90 114 059 040 **Master Security License:** 175020208

Website: <https://amsaustralia.com.au/> **A Part of Alchin Long Group**

1.1	Definitions "AMS Australia" means AMS Australia Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of AMS Australia Pty Ltd.	8.2	AMS Australia shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.	13.3	The Client irrevocably appoints AMS Australia and each director of Australia as the Client's true and lawful attorney/s to perform all the necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.	18.	Privacy Act 1988 The Client agrees for AMS Australia to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, telephone number, previous credit applications, credit history) about the Client, in relation to credit provided by AMS Australia.
1.2	"Client" means the persons or any person acting on behalf of and with the authority of the Client to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	8.3	If the giving of an estimate or quotation for the supply of Goods involves AMS Australia estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of AMS Australia's estimated measurements and quantities before the Client places an order based on such estimate or accepts such quotation or on signed shop-approved drawings.	14.1	The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify AMS Australia in writing of any evident defect (damage, shortage in quantity, or failure to comply with the description or quality of the Goods) or any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow AMS Australia to inspect the Goods.	18.2	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
1.3	"Goods" means all Goods or Services supplied by AMS Australia to the Client at the Client's request from time to time where the context so permits the terms "Goods" or "Services" shall be interchangeable for the 9.1 other).	9.	The Client acknowledges that:	14.2	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.3	The Client consents to AMS Australia being given a consumer credit report to collect overdue payment on commercial credit.
1.4	"Documentation" means any documents, designs, drawings or other materials provided, utilised or created incidentally by AMS Australia in the course of it conducting, or providing to the Client, any Services.	9.2	The Client acknowledges that:	14.3	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.4	The Client agrees that personal credit information provided may be used and retained by AMS Australia for the following purposes (and for other agreed purposes or required by): (a) the provision of Goods; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Goods.
1.5	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between AMS Australia and the Client in accordance with 9.2 clause 5 below.	9.3	The Client acknowledges that:	14.4	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.5	AMS Australia may give information about the Client to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
1.6	"GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).	9.4	The Client acknowledges that:	14.5	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.6	The information given to the CRB may include: (a) personal information as outlined in 18.1 above; (b) name of the credit provider and that AMS Australia is a current credit provider to the Client; (c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Client's application for credit or commercial credit (e.g. a detailed description of the credit account and the amount requested); (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for recovery of payment has been made and direct recovery action commenced or alternatively that the Client no longer has any overdue accounts and AMS Australia has been paid or otherwise discharged and details surrounding the Client's payment dates of payments); (g) information that, in the opinion of AMS Australia, the Client has committed a serious credit infringement; (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
2.1	Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	10.1	The Client acknowledges that:	14.6	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.7	The Client shall have the right to request (by e-mail) from AMS Australia: (a) a copy of the information about the Client retained by AMS Australia and the right to request that AMS Australia correct any incorrect information; and (b) that AMS Australia does not disclose any personal information about the Client for the purpose of direct marketing.
2.2	These terms and conditions may be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and AMS Australia.	10.2	The Client acknowledges that:	14.7	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.8	AMS Australia will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
2.3	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2001 or any other applicable provisions of that Act or any Regulations relating to that Act.	10.3	The Client acknowledges that:	14.8	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	18.9	The Client can make a privacy complaint by contacting AMS Australia (e-mail: AMS Australia will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
3.1	Errors and Omissions The Client acknowledges and accepts that AMS Australia shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by AMS Australia in the formation and/or administration of this contract; and/or (b) contained in/omitted from any literature (hard copy or electronic) supplied by AMS Australia in respect of the Services.	10.4	The Client acknowledges that:	14.9	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.	Service of Notices Any written notice given under this contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it (by registered post) to the address of the other party as stated in this contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
4.1	Change in Control The Client shall give AMS Australia not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number, change of trustees, or business practice). The Client shall be liable for any loss incurred by AMS Australia as a result of the Client's failure to comply with this clause.	10.5	The Client acknowledges that:	15.1	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.1	AMS Australia may give information about the Client to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
5.1	Price and Payment At AMS Australia's sole discretion the Price shall be either: (a) as indicated on any invoice provided by AMS Australia to the Client; or (b) AMS Australia's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.6	The Client acknowledges that:	15.2	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.2	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
5.2	AMS Australia reserves the right to change the Price: (a) if a variation to the Services (including any variation to the Client's brief or specifications) is requested; or (b) where additional Services are required (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to AMS Australia in the cost of taxes, levies, inaccurate structural measurements provided by the Client or where additional Services are required due to unforeseen circumstances) which are only discovered during the provision of the Services; or (c) in the event of increases to AMS Australia in the cost of labour or materials, which are beyond AMS Australia's control; or (d) where additional costs are incurred by AMS Australia due to unexpected delays such as the receipt of approvals or permits, or access to the site not being available as was agreed or when pre-arranged; (e) all additional Services shall be shown as variations and must be paid in full at all times of completion.	10.7	The Client acknowledges that:	15.3	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.3	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
5.3	Variations will be charged for on the basis of AMS Australia's quotation, and will be detailed in writing, and shown as variations on AMS Australia's invoice. The Client shall be required to respond to any variation submitted by AMS Australia within ten (10) working days. Failure to do so will entitle AMS Australia to add the cost of the variation to the Price.	10.8	The Client acknowledges that:	15.4	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.4	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
5.4	At AMS Australia's sole discretion a non-refundable deposit of fifty percent (50%) of the Price may be required.	10.9	The Client acknowledges that:	15.5	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.5	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
5.5	Time for payment for the Goods being the essence, the Price will be payable by the Client on the dates determined by AMS Australia, which may be: (a) on delivery of the Goods; (b) before delivery of the Goods; (c) thirty (30) days following the date of the invoice which is posted to the Client's address or address for notices; (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by AMS Australia.	10.10	The Client acknowledges that:	15.6	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.6	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
5.6	Payment may be made by electronic-line banking or credit card (a charge may apply per transaction), or by any other method as agreed to 12.3 between the Client and AMS Australia.	10.11	The Client acknowledges that:	15.7	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.7	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
5.7	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed by the Client by AMS Australia nor withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to AMS Australia an amount equal to any GST AMS Australia must pay for any supply by AMS Australia under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	10.12	The Client acknowledges that:	15.8	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.8	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
6.1	Delivery of Goods Delivery (Delivery) of the Goods is taken to occur at the time that AMS Australia (or AMS Australia's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	10.13	The Client acknowledges that:	15.9	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.9	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
6.2	At AMS Australia's sole discretion the cost of delivery is in addition to the Price.	10.14	The Client acknowledges that:	16.1	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.10	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
6.3	Where the Goods are delivered in a clear heat sealed bag, no returns of the Goods will be accepted if the heat sealed bag has been opened or damaged.	10.15	The Client acknowledges that:	16.2	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.11	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
6.4	Any time specified by AMS Australia for Delivery of the Goods is an estimate only and AMS Australia will not be liable for any loss or damage incurred by the Client as a result of delivery late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that AMS Australia is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then AMS Australia shall be entitled to charge a reasonable fee for redelivery and/or storage.	10.16	The Client acknowledges that:	16.3	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.12	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
7.1	Risk Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	10.17	The Client acknowledges that:	16.4	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.13	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
7.2	If any of the Goods are damaged or destroyed following delivery prior to or upon ownership passing to the Client, AMS Australia is entitled to receive all amounts payable for the Goods. The production of these terms and conditions by AMS Australia is sufficient evidence of AMS Australia's rights to receive the insurance proceeds without the need for any person dealing with AMS Australia to make further enquiries.	10.18	The Client acknowledges that:	16.5	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.14	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
7.3	The Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMS Australia shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate its installation.	10.19	The Client acknowledges that:	16.6	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.15	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
7.4	Where the contract does not include installation of Goods by AMS Australia, AMS Australia shall not be liable for any defect or damage resulting from incorrect or faulty installation.	10.20	The Client acknowledges that:	16.7	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.16	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.1	Dimensions, Plans and Specifications All custom building industry tolerances shall apply to the dimensions and measurements of the Goods unless AMS Australia and the Client agree otherwise in writing.	10.21	The Client acknowledges that:	16.8	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.17	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.2	AMS Australia shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client.	10.22	The Client acknowledges that:	16.9	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.18	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.3	If the giving of an estimate or quotation for the supply of Goods involves AMS Australia estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of AMS Australia's estimated measurements and quantities before the Client places an order based on such estimate or accepts such quotation or on signed shop-approved drawings.	10.23	The Client acknowledges that:	17.1	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.19	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.4	Should the Client require any changes to AMS Australia's estimated measurements and quantities, the Client shall request such changes in writing. In the case of an estimate, such notification shall be made before placing an order based on that estimate; and in the case of a quotation, before acceptance of that quotation.	10.24	The Client acknowledges that:	17.2	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.20	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.5	The Client acknowledges that:	10.25	The Client acknowledges that:	17.3	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.21	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.6	The Client acknowledges that:	10.26	The Client acknowledges that:	17.4	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.22	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.7	The Client acknowledges that:	10.27	The Client acknowledges that:	17.5	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.23	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.8	The Client acknowledges that:	10.28	The Client acknowledges that:	17.6	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.24	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.9	The Client acknowledges that:	10.29	The Client acknowledges that:	17.7	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.25	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.10	The Client acknowledges that:	10.30	The Client acknowledges that:	17.8	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.26	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.11	The Client acknowledges that:	10.31	The Client acknowledges that:	17.9	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.27	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.12	The Client acknowledges that:	10.32	The Client acknowledges that:	17.10	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.28	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.13	The Client acknowledges that:	10.33	The Client acknowledges that:	17.11	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.29	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.14	The Client acknowledges that:	10.34	The Client acknowledges that:	17.12	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.30	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.15	The Client acknowledges that:	10.35	The Client acknowledges that:	17.13	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.31	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.16	The Client acknowledges that:	10.36	The Client acknowledges that:	17.14	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.32	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.17	The Client acknowledges that:	10.37	The Client acknowledges that:	17.15	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.33	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.18	The Client acknowledges that:	10.38	The Client acknowledges that:	17.16	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.34	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.19	The Client acknowledges that:	10.39	The Client acknowledges that:	17.17	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.35	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.20	The Client acknowledges that:	10.40	The Client acknowledges that:	17.18	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.36	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.21	The Client acknowledges that:	10.41	The Client acknowledges that:	17.19	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.37	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.22	The Client acknowledges that:	10.42	The Client acknowledges that:	17.20	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.38	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.23	The Client acknowledges that:	10.43	The Client acknowledges that:	17.21	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.39	The Client agrees that AMS Australia may exchange information about the Client with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
8.24	The Client acknowledges that:	10.44	The Client acknowledges that:	17.22	AMS Australia acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	19.40	The Client agrees that AMS Australia may exchange information about the Client with