



## TERMS AND CONDITIONS

### Contact details:

**DNA AEROSPACE PTY LTD**

**A.C.N. 628 678 811**

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Last update: 26 August 2019

## 1. ACCEPTING THESE TERMS

- 1.1 These Terms are between DNA Aerospace Pty Ltd A.C.N. 628 678 811, its successors and assignees (referred to as "**we**", "**us**" or "**our**") and you, the person, organisation or entity that purchases Goods and/or Services from us (referred to as "**you**" or "**your**"), and collectively the Parties. These Terms apply to all sales made by us to you.
- 1.2 You have requested the Goods and/or Services, described on and able to be ordered via our Site or Purchase Order. You accept the Purchase Order and these Terms by:
  - (a) Accepting these Terms online;
  - (b) signing and returning the Purchase Order;
  - (c) confirming by email that you accept the Terms or the Purchase Order;
  - (d) instructing us verbally or in writing to proceed with the Goods and/or Services; or
  - (e) paying any Deposit required, or making part or full payment for the Goods and/or Services, set out in our tax invoice or payment advice to you.
- 1.3 You agree that these Terms form the

agreement under which we will supply Goods and/or Services to you. Please read these Terms carefully.

- 1.4 We will not provide you with the Goods and/or Services until you have paid the Deposit or first instalment of our Fee. The provision of Goods and/ or Services provided to our account-holding customers are subject to our payment terms. The provision of Goods & or Services to our non-account customers is subject to payment in full prior to dispatch.

## 2. OUR SERVICES

- 2.1 We will provide a 30-day (peace of mind) satisfaction guarantee on all our Goods and Services. Anything we supply is in the stipulated condition if you inspect the goods and are not entirely happy that they are in the stipulated condition you can return the item to us within 30 days. This does not include damage.
- 2.2 We reserve the right to refuse any request that we deem inappropriate, unreasonable or illegal.
- 2.3 We may provide the Goods and/or Services to you using our employees, contractors and third-party providers and they are included in these Terms.
- 2.4 Third parties who are not our employees or our direct contractors will be your responsibility. We are not responsible for the products or services provided by those third parties.
- 2.5 If you request Variations, we have discretion as to whether we accept them and whether an adjustment to the Fee may be required. If we are unable to accommodate the Variation, we may request that we be paid for Goods and/or Services performed to date and terminate these Terms.
- 2.6 If we agree to perform a Variation, we will inform you of any Variation Fee. You must pay the Variation Fee before we commence the Variation. We will invoice you accordingly for the Variation.



### 3. PAYMENT TERMS

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- 3.1 You agree to pay us the amounts set out on our Site or in the Invoice and abide by the Payment Terms. All amounts are in Australian dollars (AUD), unless otherwise stated on the Invoice. All amounts will include Australian GST (where applicable). Quotations are valid for 30 days, however, we reserve the right to amend our quotations at any time without notice, subject to availability. Payment may be made by way of credit card, or other payment methods as set out on the Site when purchasing our Goods and/or Services.
- 3.2 You agree to pay our Invoices by the payment date set out on the Invoice. If you do not pay by the payment date, we may cease to provide the Goods and/or Services to you until we receive payment.
- 3.3 We may charge interest at the rate of 10% per month, calculated daily, on any amounts unpaid after the payment date.
- 3.4 If Invoices are unpaid after the payment date, we have the right to engage debt collection services for the collection of unpaid and undisputed debts, and the right to commence legal proceedings for any outstanding amounts owed to us.
- 3.5 We reserve the right to report bad debts to independent credit data agencies.

### 4. YOUR OBLIGATIONS AND WARRANTIES

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- 4.1 You warrant that throughout the term of these Terms that:
- (a) there are no legal restrictions preventing you from agreeing to these Terms;
  - (b) you will cooperate with us and provide us with information that is reasonably necessary to enable us to provide the Goods and/or Services as requested by us from time to time, and comply with

these requests in a timely manner;

- (c) the information you provide to us is true, correct and complete;
- (d) you will not infringe any third-party rights in working with us and receiving the Goods and/or Services;
- (e) you will inform us if you have reasonable concerns relating to our provision of Goods and/or Services under these Terms, with the aim that we and you will use all reasonable efforts to resolve your concerns;
- (f) you are responsible for obtaining any consents, licences and permissions from other parties necessary for the Goods and/or Services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions;
- (g) you consent to the use of your name and Intellectual Property in relation to the Goods and/or Services in a way which may identify you;
- (h) if applicable, you hold a valid A.B.N. which has been advised to us; and
- (i) if applicable, you are registered for GST purposes.

### 5. TERMINATION

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- 5.1 Either Party may terminate these Terms without cause by notice per the Notice Period. Termination of Purchase Orders within the Notice Period will be subject to a 10% restocking fee where applicable, plus any additional freight and or packaging costs incurred by us for the return of the part, component or item.
- 5.2 Either Party may terminate these Terms if there has been a material breach of these Terms, subject to following the dispute resolution procedure.



5.3 We may terminate these Terms immediately, at our sole discretion, if:

- (a) you commit a non-remediable breach of these Terms;
- (b) you commit a remediable breach of these Terms and do not remedy the breach within ten days after receiving notice of the breach;
- (c) we consider that a request for the Goods and / or Service is inappropriate, improper or unlawful;
- (d) you fail to provide us with clear or timely instructions to enable us to provide the Goods and/or Services;
- (e) we consider that our working relationship has broken down including a loss of confidence and trust;
- (f) you act in a way which we reasonably believe will bring us or our Site into disrepute;
- (g) you provide us with incorrect payment details or any other incorrect information;
- (h) an Invoice is overdue, and you fail to pay an Invoice by the due date; or
- (i) for any other reason outside our control which has the effect of compromising our ability to provide the Goods and/or Services within the required timeframe.

5.4 On termination of these Terms you agree that any Deposit or payments made are not refundable to you, and you are to pay for all Goods and/or Services provided prior to termination, including any Goods and/or Services which have been performed and have not yet been invoiced to you.

5.5 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your

authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.

5.6 The rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

## **6. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS**

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6.1 Ownership in the goods will transfer from us to you once the invoice, less any deposits has been made in full. ( or we shall retain ownership of the goods until payment has been received in full as per the payment advice / invoice.) Risk in the goods will pass to you once delivery to your preferred freight/delivery service has been assumed. In the event you choose to utilise our preferred freight/delivery services, risk in the goods shall pass to you upon delivery to the nominated address on the initial purchase order.

6.2 Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for the Goods and/or Services is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.

6.3 Where the provision of Goods and/or Services depends on your information or response, we have no liability for a failure to provide the Goods and/or Services in the period set out on the Site where it is affected by your delay in response, or supply of incomplete or incorrect information.

6.4 Except for your Statutory Rights, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind, either express or implied. We expressly exclude all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose.

6.5 Availability: To the extent permitted by law, we



exclude all liability for:

- (a) the Goods and/or Services being unavailable; and
- (b) any Claims (whether direct, indirect, incidental, special, consequential and/or incidental), for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Goods and/or Services, or the late supply of Goods and/or Services, even if we were expressly advised of the likelihood of such loss or damage.

defective unit/s, excluding the costs of freight and packaging to and from the repair vendor/s.

- (c) Not cover the costs of any repairs from defects or damage arising from incorrect installation, handling or accidental damage incurred by you or any third party.
- (d) Invoice you for any labour & material charges, for damage arising from incorrect installation, handling or accidental damage incurred by you or any third party, plus any associated freight and packaging costs.

6.9 This clause will survive termination of these Terms.

## **7. INDEMNITY**

6.6 We shall be excluded from any and all liabilities as the result from a failure or fault of any components, parts or items listed on the Site, or supplied by us.

6.7 To the extent permitted by law, our total liability arising out of or in connection with the Goods and/or Services, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to us re-supplying the Goods and/or Services to you, or, at our option, us refunding to you the amount you have paid us for the Goods and/or Services to which your claim relates. Our total liability to you for all damages in connection with the Goods and/or Services will not exceed the price paid by you under these Terms for the 12-month period prior to the act which gave rise to the liability.

6.8 If you notify us in writing of a defect with the Goods provided, we will:

- (a) coordinate the repair of the defective item with one of our approved repair vendors, or supply an exchange unit where available.
- (b) Pay the costs of any repairs to the

7.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:

- (a) any information that is not accurate, up to date or complete or is misleading or a misrepresentation;
- (b) your breach of these Terms;
- (c) any misuse of the Goods and/or Services, the Site or the Materials by you, your employees, contractors or agents; and
- (d) your breach of any law or third-party rights.

7.2 You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Goods and/or Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.

7.3 This clause will survive termination of these Terms.

## 8. CONFIDENTIAL INFORMATION

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8.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than, where necessary, third party suppliers, or as required by law); to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; only to use the Confidential Information for the purpose for which it was disclosed by you to provide better quality services to you and not for any other purpose.

8.2 You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; and only to use the Confidential Information for the purpose for which it was disclosed or provided by us to you, to provide better quality services to you and not for any other purpose.

8.3 These obligations do not apply to Confidential Information that:

- (a) is authorised to be disclosed;
- (b) is in the public domain and/or is no longer confidential, except as a result of breach of these Terms;
- (c) is received from a third party, except where there has been a breach of confidence; or
- (d) must be disclosed by law or by a regulatory authority including under subpoena.

8.4 This clause will survive termination of these Terms.

## 9. GENERAL

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9.1 **Dispute Resolution:** If there is a dispute

between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:

- (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting.
- (b) If the Parties cannot agree how to resolve the dispute at the initial meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

9.2 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.

9.3 **Publicity:** You consent to us using advertising or publically announcing that we have provided Goods and/or Services to you, including but not limited to mentioning you on our Site or in the Purchase Order and in our promotional material.

9.4 **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-



delivery of any document or information and for any damage caused to your system or any files by a transfer.

9.5 **GST:** If and when applicable, GST payable on the Fee for the Goods and/or Services will be set out on our Invoices. You agree to pay the GST amount at the same time as you pay the Fee.

9.6 **Relationship of parties:** These Terms are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.

9.7 **Assignment:** These Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).

9.8 **Severance:** If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

9.9 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control.

9.10 **Notice:** Any notice required or permitted to be given by either Party to the other under these conditions will be in writing and addressed to you in the account name detailed in your Purchase Order and at the address provided by you on the original Purchase Order. Our address is set out at the beginning of these Terms. Any notice may be sent by standard post or email, and notice will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

9.11 **Jurisdiction & Applicable Law:** These terms are governed by the laws of Queensland and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland.

9.12 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

9.13 **Currency:** All currency are in Australian dollars (AUD) unless otherwise stated on the Invoice.

## 10. DEFINITIONS

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10.1 **ACL** means the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth).

10.2 **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Queensland, Australia.

10.3 **Claim** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to these Terms or otherwise.

10.4 **Confidential Information** includes confidential information about you, your credit card or payment details, and the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information of either Party whether or not such information is reduced to a tangible form or



marked in writing as "confidential".

10.5 **Deposit** means the deposit required for the Goods and/or Services, as set out on the Invoice.

10.6 **Fees** are our fees for the Goods and/or Services.

10.7 **Goods** means the goods you wish to Purchase from us as per your Purchase Order.

10.8 **GST** means GST as defined in the *A New Tax System (Goods and Goods and/or Services Tax) Act 1999* (Cth) and related tax imposition Acts of the Commonwealth of Australia as amended from time to time or any replacement or other relevant legislation and regulations.

10.9 **Intellectual Property** includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), patents, improvements, registered and unregistered trademarks, designs (whether or not registered or registrable), any corresponding property rights under the laws of any jurisdiction, discoveries, circuit layouts, trade names, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data or formulae, business names, company names or internet domain names, and any Confidential Information.

10.10 **Materials** means work and materials that we provide to you in carrying out the Goods and/or Services.

10.11 **Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).

10.12 **Notice Period** is 7 days.

10.13 **Payment Terms** means the payment terms as set out in these Terms and/or on the Invoice.

10.14 **Purchase Order** means the order or quote we

have provided to you for the Goods and/or Services and or the purchase order you provided to us which we accepted by sending you an order acknowledgement or invoice for wire transfer.

10.15 **Goods and/or Services** means the services described on our Site or in the Purchase Order.

10.16 **Site** means our website at [www.dnaaerospace.com](http://www.dnaaerospace.com)

10.17 **Statutory Rights** means rights, warranties, guarantees and remedies relating to the provision of Goods and/or Services by us to you which, at law, cannot be excluded, restricted or modified

10.18 **Terms** means these terms and conditions.

10.19 **Variation** means amended or additional Goods and/or Services, including but not limited to part numbers, quantity or amounts, freight logistics and packaging.

10.20 **Variation Fee** means the additional cost for a Variation.