

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE - ARIA PROCUREMENT PARTNERS PTY LTD
ABN - 81 664 241 445 | LICENCE # 486153C

These Terms and conditions of Sale govern all goods and services supplied by Aria Procurement Partners, a division of Aria Collective Group ("Aria", "we", "us", or "our"), and apply to all transactions with commercial customers, builders, developers, subcontractors, and third-party purchasers unless otherwise agreed in writing. By placing an order or accepting delivery of goods or services, the customer ("you", "your", "the buyer") is deemed to have accepted these Terms in full.

1. General

1.1 Unless otherwise agreed in writing by Aria Procurement, any terms and conditions of the Customer's order deviating from or inconsistent with these terms and conditions are rejected by us as are any variations to these terms and conditions not agreed to in writing by Aria Procurement Partners Pty Ltd.

1.2 A quotation shall not constitute an offer to sell Goods to the Customer. No contract for the supply of Goods shall exist between Aria Procurement Partners and the Customer until a Customer's order for Goods has been accepted by Us (such acceptance of Customer's orders may be made and communicated by Aria in writing or by overt act of acceptance). Aria Procurement Partners may accept or refuse any order for Goods in its absolute discretion and may make its acceptance of an order conditional upon it receiving a satisfactory credit assessment of the Customer.

1.3 Aria Procurement Partners may vary these terms and conditions by notice in writing to the Customer. The Customer agrees that the purchase of any Goods after the date of a notice of variation will be deemed to be an acceptance of such varied terms and conditions. Any amendments will not affect orders already accepted by Aria.

1.4 These Terms prevail over any purchase order or communication from the buyer unless expressly agreed otherwise in writing.

1.5 Aria may amend these Terms at any time by providing 14 days' notice via email or public posting. Any amendments will not affect orders already accepted by Aria.

2. Quotations and Orders

2.1 All quotations are valid for 30 calendar days from the creation date unless expressed in writing by the assigned account manager.

2.2 All Purchases for goods and services must be submitted in writing with a Purchase Order reference and/or a valid quote or proposal where applicable.

2.3 Orders confirmed by Aria Procurement Partners are binding.

2.4 Changes and variations to orders must be requested in writing and may incur additional charges. Orders cancelled after a written confirmation may attract reasonable costs such as restocking or administration fees up to **20%** of order value, unless otherwise negotiated.

3. **Pricing**

3.1 Prices quoted **exclude GST** unless otherwise stated.

3.2 Aria reserves the right to vary pricing due to supplier changes, FX fluctuations, freight increases, or other cost changes between quote and delivery. Any such variation will be communicated in writing.

3.3 A minimum order threshold may apply for project-based procurement; this will be advised during quoting.

4. **Payment Terms**

4.1 Account Credit is offered strictly subject to Aria's Credit Policy and approved application. Standard payment terms are strictly 14 days EOM from date of invoice unless varied in writing.

4.2 For non-credit customers, payment of invoice in full is required prior to dispatch of goods or services. Aria may request a deposit

4.3 Aria reserves the right, at its sole discretion, to request payment of a deposit or prepayment, in whole or in part, for the supply of any goods and/or services. Such deposit shall be paid prior to the delivery of the goods and/or services, and failure to do so may result in the withholding of goods, or cancellation of the order.

4.4 Aria reserves the right to charge interest at **1.5%** per month on overdue accounts and suspend further deliveries until payment is received.

4.5 You agree to reimburse Aria for any costs incurred (including legal fees and debt collection costs) in recovering overdue amounts.

4.6 Aria may withdraw or alter the account credit amount and terms at any time without notice or at its discretion for any reason.

4.7 The Customer is liable for all purchases made under his, hers or its account number and/or account name.

5. **Delivery & Risk**

5.1 Goods shall be deemed delivered or collected upon the provision of a proof of delivery (POD) by the logistics or installation partner to the delivery address nominated by the Customer

5.2 The Customer authorises Aria Procurement Partners to deliver products to the delivery address nominated by the Customer. Aria shall not be liable for any loss, damage, or expense

incurred by the Customer arising after delivery to the nominated address, except where Aria has expressly agreed otherwise in writing, signed by the Managing Director.

5.3 Estimated delivery times will be advised at order placement. Aria is not liable for delays caused by suppliers, freight providers, or Force Majeure.

5.4 Aria Procurement Partners may deliver goods in separate shipments or installments. Each shipment or installment may be invoiced separately in accordance with the delivery schedule.

5.5 Risk of loss or damage passes to the Buyer upon delivery to the nominated site or collection from Aria's warehouse.

5.6 The buyer must ensure that the delivery site is accessible and safe for unloading. Delays or re-deliveries due to access issues may incur additional futile delivery charges.

6. Title and PPSA

6.1 Property in and title to the Goods shall not pass to the Customer until all Goods and any other amounts owing to Aria Procurement Partners by the Customer have been paid in full. Until such time, Aria reserves the right to require the Customer to return the Goods, at the Customer's expense, to a nominated Aria warehouse for inspection or to repossess the Goods.

6.2 Aria may register its security interest on the Personal Property Securities Register (PPSR) in accordance with the Personal Property Securities Act 2009 (Cth).

6.3 The buyer agrees not to sell, encumber, or part with possession of goods until full payment is received.

7. Returns & Refunds

7.1 The Customer must not return Goods to Aria without prior consent (Approval in writing or a RA number)

7.2 Returned goods must be in original packaging and resaleable condition. Custom or special-order items are non-returnable.

7.3 Approved returns may incur a handling/restocking fee of up to 25% of the invoiced value.

7.4 Subsequent Credit notes for returned items will be processed once goods are inspected and approved by Management.

8. Warranties & Defects

8.1 Goods are covered by the original manufacturer's warranty, passed through to the buyer. Aria does not provide additional warranties unless stated.

8.2 Installation services performed on behalf of Aria are carried out by licensed subcontractors engaged by Aria as the head contractor. Any warranties for installation services are in accordance with the applicable licensing requirements and statutory obligations. Aria does not provide extended warranties beyond these terms unless in writing by the Managing Director and Sub Contractor. The Customer acknowledges that any claims arising from defective installation or workmanship must be made directly to Aria who will facilitate communication between the Customer and the subcontractor.

8.3 Aria is not liable for damages resulting from improper installation by third parties engaged by the customer or End User.

8.4 Damaged products must be reported to the Account Manager within a reasonable period, generally within 2 business days of delivery. Aria will, at its discretion, repair, replace, or refund any goods deemed faulty under warranty.

8.5 Aria is not liable for indirect, special, or consequential loss including delay, loss of profit, or business interruption.

9. Liability & Indemnification

9.1 To the maximum extent permitted by law, Aria's liability is limited to:

- Replacement or repair of goods;
- Re-supply of services;
- A refund not exceeding the amount paid for the goods or services in question.

9.2 The buyer indemnifies Aria from any third-party claim, damage, or expense arising from the use, resale, installation, or misapplication of goods supplied.

10. Force Majeure

10.1 Aria shall not be liable for any failure or delay in performance arising from circumstances beyond its reasonable control, including but not limited to acts of God, pandemics, freight disruption, strikes, supplier failures, or government mandates.

11. Compliance & Installation

11.1 The buyer is responsible for ensuring that goods are installed by appropriately licensed persons in accordance with local laws and Australian Standards.

11.2 Aria is not responsible for building permits, design compliance, or site certification unless explicitly contracted to do so.

12. Intellectual property

12.1 All drawings, specifications, and documentation provided remain the property of Aria or its suppliers and may not be reproduced or disclosed without prior written consent.

13. Governing Law

13.1 These Terms are governed by the laws of the State of New South Wales, Australia. Any disputes arising will be subject to the jurisdiction of the New South Wales courts.

14. Privacy

14.1 The information provided by you on this form is required by Aria for the purpose of processing your credit application. If the information is not provided the application may not be processed. For the purpose of processing the credit application the information disclosed will be disclosed to the credit referees nominated by you, our legal advisers, collection agents and to any authorised credit rating agency used by Aria.

14.2 You acknowledge that certain items of personal information about you contained in the application are permitted to be kept on a credit information file and may be disclosed to credit reporting agencies.

14.3 Aria Procurement Partners collects personal information, including employee contact details, for the purpose of managing customer relationships, processing orders, and maintaining accurate records in its Customer Relationship Management (CRM) system. This information may also be used, from time to time, for marketing communications, promotions, or updates regarding Aria's products and services.

By providing personal information to Aria, the Customer and their employees consent to the collection, storage, and use of such information for the purposes outlined above. Aria will handle all personal information in accordance with applicable privacy laws, including the Privacy Act 1988 (Cth), and will take reasonable steps to protect the information from unauthorized access, use, or disclosure.

Individuals may request access to, or of, their personal information held by Aria at any time, or opt out of receiving marketing communications, by contacting your nominated account manager. To view our Privacy Policy Click [Here](#)

Contact

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