

Tooling & Moulding

A division of Argent International Pty. Ltd ABN 38 078 270 247

Terms and Conditions

Tooling & Moulding

- 1. Work will only commence upon receipt of an official purchase order and appropriate deposit.
- 2. The minimum time from receipt of a complete moulding order to the start of a moulding run is two weeks. The actual time to delivery of parts is dependent on the product being moulded and the quantity ordered.
- 3. Unless otherwise expressly agreed by, or shown on an invoice issue by, Dienamics, the prices specified do not include GST. The client must bear and pay all taxes.
- 4. Unless previously arranged with Dienamics, full payment is reacquired prior to commencing any work up to the value of \$5,000.00.
- 5. All work with a value of \$5,000.00 or more will require a deposit prior to commencement of production, followed by a series of payments as follows:
 - 45% starting deposit
 - 35% when manufacture of order is half complete or at an agreed stage
 - 20% on completion of the order to the specifications agreed to
- 6. All progress payments are strictly on a seven (7) day account and if this payment is overdue, then all production relating to the order will cease until such monies are paid.
- 7. Payment of any outstanding monies is due upon completion of the order, unless pre-arranged by Dienamics. Property and ownership of the goods will not pass to the client until the client has paid Dienamics in full. Dienamics servants and/or agents may enter clients' premises, without liability for trespass, or otherwise repossess goods for which payment has not been made.
- 8. If lead times are stated, they stand for that day of quoting only and if an order is placed at a later stage, then the client should check with Dienamics if those times quoted are unchanged.
- 9. Clients should be aware that all lead times are approximations, based on experience with previous products. These times can and will vary. Every effort will be made to define and hold to an agreed timeline, however Dienamics is not responsible for timeline impacts caused by the actions of third parties under control of either Dienamics or the client, or of impacts caused by unforeseen work or modifications required in order to produce tooling and parts to the agreed specifications.
- 10. All Dienamics quotes are valid for 30 days unless stated otherwise.
- 11. To the full extent permitted by law, Dienamics will be under no liability to the client for loss of any kind whatsoever, without limitation, including loss of profits and consequential loss arising out of the supply of or the failure to supply goods and any defect in the quality of goods except to the extent of the cost of replacing the goods.
- 12. Dienamics, unless otherwise provided in writing, makes no representation and gives no guarantee or warranty whatsoever in respect of any goods provided by it to the client, except to the extent of any condition or warranty provided by relevant Australian legislation.



- 13. The client warrants to Dienamics that any patent, registered design, trade mark, copyright, or other intellectual property rights involved in the order placed by the client is not and does not infringe any rights of any other party and the client hereby indemnifies Dienamics against all actions, proceedings, claims, demands, damages, costs, and expenses which may be bought or made against Dienamics or for which Dienamics may sustain any loss or cost by reason of such infringement.
- 14. All moulding prices are calculated by estimating product weight and die cycle time from the information and/or drawings supplied or approved by the client. Until an accurate product weight and cycle time is achieved from a die trial, this price may vary.
- 15. Polymer for moulding can only be purchased in 25kg bags or larger. Fills, colours, and other moulding materials can only be purchased in supplier specified quantities. Moulding prices are quoted to the nearest 25kg depending on our best estimate of production variables such as machine setup, rejects, and wastage. Each order may be over or under supplied due to these factors and the minimum material order possible.
- 16. Plastics material is supplied in 25kg. Due to injection moulding machine purging, product rejects, etc. Dienamics cannot guarantee exact product quantities supplied. As such shipments will have over- or undersupply; all reasonable attempt will be made to over-supply.
- 17. Unless otherwise stated in writing all prices are quoted without the cost of colour or fillers. Any colour that needs to be specially cut require the customer to purchase a full bag of colour.
- 18. Dienamics has the right to change or vary these terms and conditions from time to time without notice.