Terms and Conditions



(Terms and conditions attached to quotations or invoices supersede these terms)

The following standard Terms and Conditions cover services and products provided by MADA Group Limited (MADA Workshop, We, Us) to its Customers (You, Client), and are in place to ensure standards are met and prevent miscommunication. Any exceptions to these Terms and Conditions will be specifically noted on a job-by-job basis.

CAD Files / Drawings

Programs are created for our machines from the 2D or 3D CAD files supplied to us. It is presumed that the customer will supply accurate CAD models and drawing files. MADA Workshop is not responsible for errors in CAD models and/or drawing files supplied by the client. Additionally, and unless specifically quoted, MADA Workshop is not responsible for verifying CAD model files against any other drawings or references.

If errors in the client-supplied CAD files are discovered while parts are in-process, additional charges will be incurred on a "time and material" basis as needed to correct the errors. The customer will be advised of any extra charges and a purchase order or P.O. revision will be required to cover the charges before work can resume. If errors in the CAD model and/or drawing files are found after the parts are completed, the customer is obligated to buy the parts at the quoted price.

Should you require MADA Workshop to check, create, correct or modify CAD files in any way as a service, this will be quoted for in addition and separate to manufacture.

Lead Times

Lead times quoted are estimates only and although every effort is made to meet time constraints, are not guaranteed. Lead-times vary due to current workload, material availability, job complexity, quantity of order and other events outside our control. Once a Purchase Order or written order confirmation is received, current lead times will be advised. We will endeavour to inform the client of any changes with as much notice as possible.

Expedited and Minimum charges

MADA Workshop will quote expedited charges upon request. When expedited services are required, minimum charges for our services as well as any outsourced suppliers will be necessary. If a project needs to be expedited, please contact us to discuss the best options available.

Pricing

All prices are quoted based on the totality of the information provided to us at the time of quoting. Quotations are valid for 30 days. Quoted prices are sensitive to specification, total quantities, delivery frequency and batch size. Any changes to the scope of work will affect the price.

Non-Recurring Engineering (NRE) Charges

Whether quoted separately, or included into the piece price, MADA Workshop always incurs NRE costs. Those costs include fixturing, engineering, programming, tooling, set-ups, etc. Each quotation will include NRE charges based on the information that we have been provided at the time of quotation. If at any point it becomes obvious that the scope of the project has exceeded what was included for NRE costs, it will be brought to your attention and a resolution as to how to handle potential extra costs will be determined before proceeding any further.

Proprietary Items

Tools, jigs, gauges and fixtures are an integral part of the manufacturing process and included in NRE charges. As a proprietary item required for the production of your job, payment (whether separately quoted or not) conveys neither ownership nor the right of removal of these items from MADA Workshop's premises.

Quantities

In the case of large batch orders we may require the works to be scheduled with intervals, in some cases requiring delivery/collection at these stages to progress production. These arrangements will form part of the discussion, job specification and quotation prior to production.

Purchase Order

A written order confirmation or purchase order is required for all orders. All purchase orders will be reviewed against our quotation for accuracy. Any changes to the scope of the project subsequent to the quote will require a re-evaluation of the quote. Once an order is confirmed, the client is agreeing to the

Initial work on the project and material orders will not begin until the requirements of the project are accurately defined, prices are agreed upon and reflected in the case of a purchase order, payment as set out in the quotation is received, and all information and materials (where required) to be provided by the customer are received.

Materials

Materials should be chosen for suitability based on the requirements of a particular project. MADA Workshop may make recommendations on materials, and any obvious defects in a material will be discussed with the client before commencing fabrication, but ultimately the choice and specification of materials remains with the client. If a specified material is found to be unsuitable for a project after production, MADA Workshop bears no responsibility.

Where natural or engineered materials (wood, wood composites, veneers, etc) are used which inherently have variation in texture, appearance or construction, MADA Workshop can not be held responsible for reasonable variations within these materials.

In cases where a job requires materials to be supplied by the client, the delivery of said materials can only be made once an order is confirmed and by prior arrangement given 2 working days notice. Should a delivery not meet these requirements, the client shall bear any costs resulting from failed delivery and may be liable for additional charges if delivery is attempted at an unsuitable time. If client-supplied materials are found to be unsuitable for processing (due to warping, incorrect sizing, unparallel faces, transit damage or other defects) we will notify you at the earliest opportunity. Should the material require additional work to process as a result of defects, these costs will be passed on to you (by prior arrangement). If the materials are unusable, you will be responsible for timely removal from our

Customer Delays and/or Holds

Additional charges may apply where production is halted or shut down due to a job being pulled by a customer, or due to inaccurate/incomplete information being provided. In some cases, depending on the length of delay, it may be necessary to pull an in-process job from a machine so production can resume on other projects. In this case, additional setup charges will be incurred by the client. Work will not proceed until we receive a new or revised purchase order and payment for the additional charges.

Delivery/Shipments

MADA Workshop uses several third parties for delivery and installation services due to the varied nature of items we produce. For all services the below standard terms will apply unless otherwise stated.

Unless otherwise specified, the 'on-file' delivery address will be used (this would be the first delivery address provided or the last one updated per your request). Please check documents (estimates, quotations, invoices) carefully to ensure the correct address is logged for the order. You must notify us if your delivery address changes as soon as possible and before delivery is scheduled. Goods sent to an incorrect address where an address has not been updated may not be retrievable.

In cases where an item is damaged, or something is missing from the order, you must notify us immediately and no later than 5 working days from receipt of items. We will first attempt to rectify the issue with the provider. Should a claim not be valid with the provider, we will then attempt to resolve the issue ourselves, either by way of replacement, repair or reimbursement.

Packaging such as boxes, foam edge and pallet wrap will be quoted and included in accordance with the third party service providers requirements (see below service details).

Services specific terms are outlined below.

Direct Delivery

We will contact you to arrange delivery prior to booking with the provider as this service requires someone to be present to take delivery. Once booked, we require a minimum 2 working days notice to make any changes to the booking.

These services are typically door-to-door, but in the cases of 'multi-drop' vehicles will at least be same-day.

As items will not go through sorting facilities (only coming off the vehicle at the destination) we use minimal packaging, occasionally with furniture blankets and strapping already on the vehicle.

Parcel Courier / Postal Service

Items on this service will be sent out when possible on the next 24 hour service (next working day). You will be notified once dispatched.

There are restrictions on size, weight and packaging for these services so only items fitting in a standard size parcel bag or box will be applicable, though multiple bags/boxes are accepted.

Installatio

We will contact you to arrange delivery and installation prior to booking with the provider as this service requires someone to be present for delivery and the duration of install. Once booked, we require a minimum 2 working days notice to make any changes to the booking.

The area for installation and routes through the site must be kept clear prior to arrival. Any specific details relating to parking, building access (including lifts, escalators, stairwells etc) and on-site assistance must be provided prior to booking. Should the installation be delayed or prevented due to lack of access or information not being provided, we will pass on to you any additional costs incurred from the installer.

These services are typically door-to-door (only coming off the vehicle at the destination) so we use minimal packaging, occasionally with furniture blankets and strapping already on the vehicle.

Collections

Where no delivery details are provided and arrangements for delivery have not been made prior to works commencing, it is assumed items will be collected.

If items are to be collected you are expected to do so in a timely manner and no later than 3 working days from completion of works unless otherwise agreed. Should production complete prior to the due date, we will hold items until the due date. Should collection not be made within these timeframes MADA Workshop will provide delivery options at the clients expense. If not collected and delivery refused, the client will bear the cost of any storage charges, charged by volume on a daily basis and billed weekly.

Payment may be required prior to removal of goods from our premises per the terms outlined in your quotation/invoice.

Cancellations

Orders may be cancelled or deliveries deferred only upon condition that the client assumes immediate liability and makes payment for all work completed and in process. Such charges shall include non-stocked and made-to-order material, specialised tooling, engineering, handling, overhead, production, and outside cost; i.e. spraying and contractors. Such charges will be determined at the time of cancellation or deferment.

Warranty, Refunds and Returns

MADA Workshop warrants that goods manufactured will conform to the drawings, files and specifications furnished by you. Should your filems be incorrect or defective due to a manufacturing error, MADA Workshop will agree with you to either reproduce and replace, return and correct, or offer a refund equitable to the manufacturing value of the items. If the issue with your items is due to the information, specification, files or assets provided by you being incorrect, MADA Workshop is not responsible. In these instances any costs for correction or reproduction will be charged to you.

In all claims, the client must notify MADA Workshop within 5 working days of receipt of items $\frac{1}{2}$

Where items are used and combined with other equipment or components not provided by MADA Workshop, you are to indemnify MADA Workshop for all claims and expenses resulting from the use or incorporation into your products. Charges for repair or inspection of items by you or a third party, without prior authorization, cannot be honoured. Claims will not be honoured on those items further processed by the client that result in a change of dimensions or characteristics from the items ordered.

If parts are returned, they must be packed with the same care as they were originally packed by MADA Workshop. All returns are to be sent to our trading address (below).

MADA Workshop is not responsible for items lost or damaged in return shipments.