

CUSTOMER & COMMERCIAL

Terms & Conditions of Sale

Commercial Standard | SAL-STD-001 | Version 1.0

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Document owner	Rhiannon Frankas, Director
Approver	Daniel Frankas, Managing Director
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These terms provide a clear commercial framework for business-to-business supply while preserving rights and guarantees that cannot be excluded under the Australian Consumer Law or other applicable law.

1. Purpose

Set the standard terms applying to quotations, orders, goods, machining, fabrication and services supplied by MISCO.

2. Scope

All MISCO quotations, order acceptances and sales unless MISCO expressly agrees different terms in writing. Mandatory rights that cannot lawfully be excluded continue to apply.

3. Policy statement and commitment

These terms provide a clear commercial framework for business-to-business supply while preserving rights and guarantees that cannot be excluded under the Australian Consumer Law or other applicable law.

4. Public terms and requirements

1. Application and acceptance

These terms apply to each quotation and supply by MISCO Australia Pty Ltd (MISCO). A customer accepts them by placing an order, accepting delivery, requesting MISCO to commence work or otherwise accepting a quotation. A customer's purchase-order terms do not override these terms unless MISCO expressly agrees in writing.

2. Quotations and prices

Quotations are valid for the stated period and may be withdrawn before acceptance. Prices are in Australian dollars and exclude GST unless stated otherwise. Freight, insurance, tooling, programming, testing,

certification, duties and installation are additional unless expressly included. MISCO may correct an obvious clerical or calculation error before acceptance.

3. Orders and contract formation

An order is subject to MISCO's written acceptance, material availability, credit approval and resolution of technical requirements. MISCO may accept an order in whole or part. Changes or cancellation requested after acceptance require MISCO's written agreement and payment of resulting costs, commitments and work completed.

4. Customer information and approvals

The customer must provide complete and accurate drawings, revisions, specifications, quantities, tolerances, end-use information and required standards or certificates. The customer must check MISCO's acknowledgement and promptly approve drawings, first articles or clarifications when requested. Delays or errors arising from incomplete or inaccurate customer information may affect price and delivery.

5. Materials and technical evidence

Material descriptions and typical applications do not constitute engineering approval for the customer's final application. Manufacturer certificates or test reports are supplied only where agreed and available. Compliance, ratings and properties can depend on grade, thickness, colour, batch and configuration. Substitution requires agreement where it changes an accepted requirement.

6. Custom and special goods

Cut, machined, fabricated, specially procured or customer-specific goods are non-standard and ordinarily cannot be cancelled or returned for change of mind. Reasonable manufacturing tolerances, edge condition, yield, tool marks and dimensional variation apply as specified or consistent with the agreed process.

7. Lead times and delivery

Dates are estimates unless expressly guaranteed in writing. Delivery may be made in instalments. Risk passes on delivery to the agreed place or collection by the customer or its carrier, subject to law. The customer must provide safe and suitable access and promptly inspect the shipment.

8. Freight, packaging and damage

Freight is charged as quoted or at cost. Standard packaging is included only where stated. Special crates, export packaging or customer-specific labelling may be additional. Apparent transit damage or shortage should be noted with the carrier and reported promptly with photographs and delivery details so the claim can be assessed.

9. Inspection and notification

The customer must inspect goods within a reasonable period and promptly provide the invoice or order number, affected quantity, description, photographs and details of the issue. Failure to report promptly may prejudice a carrier or third-party claim but does not remove a right that cannot lawfully be excluded.

10. Payment

Payment is due on the agreed account terms. MISCO may require a deposit, progress payment, payment before dispatch or credit-card fees where disclosed. The customer must pay undisputed amounts when due and notify any genuine invoice dispute promptly. MISCO may suspend further supply for overdue amounts after reasonable notice.

11. GST, duties and taxes

GST is payable in addition to prices stated exclusive of GST. The customer is responsible for import duties, foreign taxes, permits and destination charges unless MISCO expressly agrees otherwise.

12. Title and personal property

To the extent permitted by law, title to goods remains with MISCO until all amounts owing for those goods are paid. Until title passes, the customer must keep goods identifiable, protected and not create an interest inconsistent with MISCO's rights. The parties will cooperate with lawful Personal Property Securities Act requirements where applicable.

13. Returns and remedies

Returns require prior authorisation and must follow SAL-POL-001. MISCO will assess nonconformity and provide the remedy required by law or agreed commercially. No term excludes, restricts or modifies a consumer guarantee, right or remedy that cannot lawfully be excluded.

14. Warranty

Any express MISCO warranty is set out in SAL-STD-002 and applies in addition to non-excludable statutory rights. Warranty does not cover misuse, unauthorised alteration, incorrect installation, unsuitable application, abnormal service conditions, ordinary wear, or damage after risk has passed, except to the extent the law provides otherwise.

15. Liability

To the maximum extent lawfully permitted, MISCO is not liable for indirect or consequential loss, loss of production, profit, opportunity or contract arising from business supply. Where liability for a non-consumer guarantee can lawfully be limited, MISCO may elect the remedies permitted by law. Nothing limits liability where limitation is prohibited, including for fraud or other liability that cannot lawfully be excluded.

16. Customer property and intellectual property

Customer property and drawings are used for the accepted work and remain the owner's property. The customer warrants it is entitled to provide instructions and materials and indemnifies MISCO against third-party intellectual-property claims caused by following them, except to the extent caused by MISCO's unauthorised use. MISCO retains its pre-existing methods, know-how, programs, tooling concepts and intellectual property.

17. Confidentiality

Each party must protect confidential information and use it only for the transaction, subject to lawful disclosure and SAL-STD-003. Separate non-disclosure terms prevail where inconsistent.

18. Compliance, sanctions and export controls

The customer must not request or use goods, technology or services in breach of law, sanctions or export controls. MISCO may delay, refuse or cancel a transaction where screening, permits, end-use information or legal requirements are unresolved, without being required to perform an unlawful act.

19. Force majeure

A party is not liable for delay or failure caused by events beyond its reasonable control, excluding the customer's obligation to pay amounts already due. The affected party must take reasonable steps to mitigate and communicate the effect. If the event continues materially, either party may discuss cancellation of the unperformed portion and allocation of committed costs.

20. Governing law and disputes

Victorian law governs the contract and the parties submit to courts with jurisdiction in Victoria. A party should first notify the dispute in writing and allow senior representatives a reasonable opportunity to resolve it. Urgent injunctive or debt-recovery rights are preserved.

21. General

If a provision is invalid or unenforceable, it is read down or severed to the minimum extent necessary. A waiver must be in writing and applies only to the stated circumstance. Electronic execution and communications may be used where lawful. The accepted quotation, these terms and agreed written variations form the contract.

5. Implementation and operational controls

- Attach or link current terms to quotations and order acknowledgements.
- Record any approved departure in writing before supply.
- Refer material liability, warranty, export, intellectual-property or governing-law departures to a Director.

6. Roles and responsibilities

Role	Responsibility
Directors	Approve the document, provide resources, set the expected standard and review material breaches or exceptions.
Managers and supervisors	Apply the requirements in daily work, communicate expectations, retain required records and escalate concerns.
Employees and contractors	Follow the document, complete required training, protect MISCO interests and promptly report suspected breaches.
Suppliers and business partners	Meet applicable contractual, ethical, safety, quality, security and legal requirements when acting for or supplying MISCO.
Customers and website users	Provide accurate information, use technical content within its stated limits and promptly report errors, incidents or product concerns.

7. Reporting, complaints and escalation

Commercial questions should be directed to sales@misco.net.au before order placement.

MISCO will assess concerns proportionately, preserve confidentiality as far as lawful and practicable, prevent retaliation, and refer matters to regulators, emergency services, insurers, professional advisers or law enforcement where required.

8. Monitoring and assurance

- The Document Owner will monitor relevant complaints, incidents, nonconformities, legal or standards changes, website accuracy and overdue actions.
- Material findings will be considered through management review, internal review or corrective action as appropriate.
- Public claims and linked downloads will be checked when evidence, certification, licensing, supplier, product, website technology or business practice changes.

9. Records and retention

Approvals, declarations, registers, reports, investigations, training, complaints, correspondence and other records created under this document must be accurate, protected, accessible to authorised personnel and retained under IT-POL-003 and applicable legal, contractual and evidentiary requirements.

10. Related MISCO documents

- SAL-POL-001 Returns, Refunds & Replacements Policy
- SAL-STD-002 Warranty Statement
- SAL-POL-002 Shipping & Delivery Policy
- QA-STD-001 Product Compliance & Standards Statement

11. External references

- [Competition and Consumer Act 2010 \(Cth\), Schedule 2 - Australian Consumer Law, and ACCC consumer guarantees guidance](#)
- [Australian sanctions laws and Australian Sanctions Office guidance](#)
- [Defence Trade Controls Act 2012 \(Cth\) and Defence Export Controls guidance](#)
- [Copyright Act 1968 \(Cth\), Trade Marks Act 1995 \(Cth\) and IP Australia guidance](#)

References were verified from primary or authoritative sources on 19 July 2026. Standards are identified but not reproduced; current licensed editions and legal advice should be consulted where exact requirements determine a decision.

12. Approval and review

Role	Name	Approval / signature	Date
Document owner	Rhiannon Frankas		
Approver	Daniel Frankas		

Review due 19 July 2028, or earlier following material legislative, regulatory, standards, certification, system, operational or organisational change.

Revision history

Version	Date	Change
1.0	19 July 2026	Initial controlled issue prepared for management approval and website publication.