TERMS AND CONDITIONS

1. About Us

Welcome to ACT Plastics. These Terms and Conditions govern your access to and use of our website, https://www.actplastics.com.au/, and the products and services we provide.

In these Terms and Conditions, references to "we", "us" and "our" mean ACT Plastics.

Our business details:

- Business name: ACT Plastics
- ABN: 74 685 652 171
- Address: Unit 26, 11–15 Lorn Road, Crestwood, NSW 2620, Australia
- Phone: (02) 6280 4044
- Email: info@actplastics.com.au

  By accessing or using our website, requesting a quote, or purchasing products or services from us, you agree to these Terms and Conditions.

2. Use of Our Website

You agree to use our website only for lawful purposes and in a manner that does not:

- Breach any applicable Australian laws or regulations.
- Infringe the rights of another person or business.
- Interfere with the operation, security or functionality of our website.
- Introduce viruses, malicious software or harmful material.
- Attempt to gain unauthorised access to our website, systems or information.
- Misuse our contact forms or submit false or misleading information.

We reserve the right to restrict or suspend access to our website where we reasonably believe these terms have been breached.

3. Products and Services

ACT Plastics supplies a range of plastic materials, sheet plastics, signage tools and accessories, and provides custom cutting, laser cutting and plastic fabrication services.

Our products and services may include:

- Acrylic and polycarbonate sheets.
- High Density Polyethylene (HDPE).
- Foamed PVC and High Impact Polystyrene (HIPS).
- Aluminium Composite Panels (ACP).
- Signage tools and accessories.
- Custom plastic cutting and fabrication.
- Bespoke plastic products and components.

All products and services are subject to availability, material suitability and our acceptance of the relevant order.

We reserve the right to change, discontinue or update products, services, specifications and product ranges without prior notice.

4. Product Information and Specifications

We make reasonable efforts to ensure that product descriptions, images, specifications, dimensions and other information displayed on our website are accurate and current.

However:

- Product images are for illustrative purposes and may differ slightly from the actual product.
- Colours, finishes, textures and transparency may vary between manufacturers, production batches and display screens.
- Product dimensions and thicknesses may be subject to manufacturing tolerances.
- Product availability may change without notice.
- Manufacturer specifications and recommendations may change over time.

Customers are responsible for checking product specifications and suitability before purchasing or using any material.

If you are unsure which material is appropriate for your application, we encourage you to contact our team before placing an order.

5. Quotes and Pricing

Quotes provided by ACT Plastics are based on the information supplied by the customer, including material type, dimensions, quantities, cutting requirements and fabrication specifications.

Unless otherwise stated in writing:

- Quotes are valid for 30 days from the date of issue.

- All prices are in Australian dollars (AUD).
- Applicable GST will be identified in the quotation or invoice.
- Delivery, freight and additional services may incur additional charges.
- Changes to specifications, quantities or project requirements may result in revised pricing.

A quote does not constitute an accepted order. Orders are confirmed once accepted by ACT Plastics and any applicable payment or deposit requirements have been satisfied.

We reserve the right to correct genuine pricing or administrative errors before accepting an order.

6. Orders and Custom Work

Customers placing orders for custom cutting, laser cutting, fabrication or made-to-order products must provide accurate and complete specifications.

This may include:

- Dimensions and measurements.
- Material selection and thickness.
- Cutting files, drawings or templates.
- Quantities and tolerances.
- Finishing and fabrication requirements.
- Intended application and relevant technical requirements.

Customers are responsible for ensuring that all specifications, drawings and measurements supplied to us are correct.

ACT Plastics will not be responsible for errors arising from incorrect or incomplete customer-supplied information, provided we have exercised reasonable care in carrying out the agreed work.

Any requested changes after an order has been accepted may result in additional costs, revised lead times or cancellation charges where applicable.

7. Custom Cutting and Fabrication Tolerances

Custom cutting and fabrication services are carried out according to the agreed specifications and the practical limitations of the materials and manufacturing processes involved.

Customers acknowledge that:

- Minor dimensional variations may occur due to material properties and manufacturing processes.

- Different materials may respond differently to cutting, heating, bending, polishing and fabrication.
- Certain materials may have limitations regarding finish, strength, flexibility or appearance.
- Exact tolerances must be agreed upon in writing before work commences if they are critical to the project.

Where specific tolerances or technical requirements are essential, customers must communicate these requirements before accepting a quote.

8. Payments

Payment terms will be outlined in the relevant quotation, order confirmation or invoice.

We may require full payment, a deposit or staged payments depending on the nature and value of the order.

Unless otherwise agreed in writing:

- Payment must be made by the due date shown on the invoice.
- Custom fabrication work may require a deposit before production begins.
- Orders may be placed on hold where required payments have not been received.
- Outstanding amounts may be subject to reasonable debt recovery costs and any applicable interest permitted by law.

Ownership of goods supplied may remain with ACT Plastics until payment has been received in full, to the extent permitted by applicable law.

9. Delivery and Collection

Customers may arrange collection from our Queanbeyan premises or request delivery where available.

Delivery arrangements, costs and estimated timeframes will be confirmed at the time of ordering.

Please note:

- Delivery times are estimates and are not guaranteed unless expressly agreed in writing.
- Delays may occur due to freight providers, material availability, weather, operational issues or circumstances outside our reasonable control.
- Customers must ensure that suitable access and arrangements are available for delivery.

- Customers should inspect goods upon collection or delivery and notify us promptly of any visible damage or discrepancies.

Where delivery is arranged through a third-party freight provider, the applicable freight arrangements will also apply.

Nothing in these terms excludes any rights or remedies available under Australian Consumer Law.

10. Returns, Refunds and Exchanges

We aim to ensure that all customers receive products and services that meet the agreed specifications and applicable legal requirements.

Customers should contact us as soon as possible if they believe a product is faulty, damaged, incorrect or does not meet the agreed requirements.

Returns and refunds will be assessed in accordance with Australian Consumer Law.

For change-of-mind returns, ACT Plastics may consider requests on a case-by-case basis, subject to the condition of the goods and any applicable return conditions.

Custom-cut, fabricated and made-to-order products may not be eligible for change-of-mind returns where the product has been made to the customer's specifications, except where required by law.

Nothing in this section limits or excludes your rights under Australian Consumer Law, including your rights to a repair, replacement or refund where applicable.

11. Australian Consumer Law

Our products and services come with guarantees that cannot be excluded under the Australian Consumer Law.

You may be entitled to a repair, replacement, refund or other remedy where products or services fail to meet applicable consumer guarantees.

These Terms and Conditions do not exclude, restrict or modify any rights, guarantees or remedies that cannot legally be excluded under Australian Consumer Law or other applicable legislation.

Where permitted by law, any additional warranties offered by ACT Plastics will be provided separately in writing.

12. Product Suitability and Customer Responsibility

Customers are responsible for determining whether a particular material or product is suitable for their intended application.

While our team can provide general product information and recommendations based on industry experience, customers should independently verify suitability for applications involving:

- Structural or load-bearing requirements.
- Safety-critical installations.
- Chemical exposure or specialised environments.
- Heat, fire or high-temperature exposure.
- Food contact or medical applications.
- Machinery guarding or industrial protection.
- Building, glazing or regulatory compliance.

Customers must follow applicable manufacturer instructions, installation guidelines, safety requirements and relevant Australian Standards where applicable.

ACT Plastics does not guarantee that a product is suitable for a particular purpose unless that suitability has been expressly agreed in writing, subject always to applicable consumer guarantees.

13. Limitation of Liability

To the extent permitted by law, ACT Plastics will not be liable for indirect, incidental or consequential loss arising from the use of our website, products or services.

This may include loss of profits, business interruption, loss of business opportunities or loss arising from incorrect customer-supplied specifications.

Nothing in these Terms and Conditions excludes or limits liability that cannot legally be excluded or limited under Australian Consumer Law or other applicable legislation.

Where liability can legally be limited, and where permitted by law, our liability may be limited to the resupply of the relevant goods or services, or the cost of having those goods or services resupplied.

14. Intellectual Property

All content on this website, including text, photographs, graphics, logos, designs, product descriptions and other materials, is owned by or licensed to ACT Plastics unless otherwise stated.

You must not reproduce, distribute, modify, publish or commercially exploit any website content without our prior written permission.

Customers who provide drawings, designs, photographs, templates or other materials for custom work confirm that they have the necessary rights and permissions to provide and authorise their use for the agreed purpose.

Customers retain ownership of their intellectual property unless otherwise agreed in writing.

15. Website Links and Third-Party Services

Our website may contain links to third-party websites, manufacturers, suppliers or service providers for additional information and convenience.

We do not control these external websites and are not responsible for their content, accuracy, security, privacy practices or availability.

Accessing third-party websites is at your own discretion and subject to their respective terms and conditions.

16. Website Availability and Accuracy

We endeavour to keep our website operational, secure and up to date.

However, we do not guarantee that:

- The website will always be available or uninterrupted.
- The website will be free from errors or technical issues.
- All information will always be current or complete.
- The website will be compatible with every device or browser.

We reserve the right to update, modify, suspend or discontinue any part of our website without prior notice.

17. Privacy and Personal Information

ACT Plastics respects the privacy of customers and website visitors.

Any personal information collected through our website, including information submitted through contact and enquiry forms, will be handled in accordance with our Privacy Policy and applicable Australian privacy laws.

We may collect personal information such as names, email addresses, telephone numbers, business details and enquiry information to respond to requests, provide quotations and manage customer relationships.

Please refer to our Privacy Policy for further information about how we collect, use, store and manage personal information.

18. Force Majeure

ACT Plastics will not be responsible for delays or failure to perform obligations where the delay or failure results from circumstances beyond our reasonable control.

These circumstances may include natural disasters, extreme weather, fire, industrial disputes, transport disruptions, supplier delays, material shortages, government restrictions, power outages or other unforeseen events.

We will make reasonable efforts to notify affected customers and minimise disruption where practicable.

19. Changes to These Terms and Conditions

ACT Plastics reserves the right to update or amend these Terms and Conditions from time to time.

Any changes will be published on this website with an updated revision date.

Your continued use of the website following publication of updated terms constitutes acceptance of those terms to the extent permitted by law.

Changes to the terms governing an existing accepted order will not automatically alter that order unless agreed by the parties or otherwise permitted by law.

20. Governing Law

These Terms and Conditions are governed by the laws of New South Wales, Australia.

Any disputes arising in connection with these terms will be subject to the jurisdiction of the courts of New South Wales and any applicable courts of appeal, subject to any non-excludable rights under Australian law.

21. Contact Us

If you have any questions about these Terms and Conditions, our products or our services, please contact our team.

ACT Plastics

Unit 26, 11–15 Lorn Road, Crestwood, NSW 2620, Australia

Phone: (02) 6280 4044

Email: info@actplastics.com.au

Website: https://www.actplastics.com.au/

Business ABN: 74 685 652 171

Monday to Friday: 7:30 am – 5:00 pm

Saturday and Sunday: Closed

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