

## TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale apply to all tenders, contracts, quotation and orders:

1. **PRICES.** Prices quoted are nett; and are not subject to discount or commission unless specifically stated. Unless stated otherwise in the quotation, prices quoted do not include cost of packing or crating, which will be extra if required. Freight to destinations beyond the point of delivery stated in the quotation will be extra and to the customer's account.
  2. **GST.** The consideration for each Supply (within the meaning of A New Tax System (Goods and Services Tax Act 1999) made pursuant to these Conditions will be increased by the amount of any GST on the Supply.
  3. **DURATION.** The prices quoted are subject to withdrawal at any time prior to acceptance by our company or an order in writing. Prices quoted are valid for a period of thirty days from the date of this quotation and thereafter are subject to confirmation.
  4. **PRICE VARIATION.** Prices quoted are based upon labour hourly rates, including holiday and other loadings, material costs, transport costs and rates of tax ruling at the date of quotation; any variation in these factors from the date of this quotation, either before the placement of or during the execution of an order, will be additional to the quoted price, and to the buyer's account. All prices quoted are based on materials being available when required, and any increase due to necessary substitution will be extra charge to customer's account if extra cost is involved. In the case of goods imported into Australia, prices quoted are based on rates of freight, insurance, customs duty, exchange and conversion at the rates ruling at the date of quotation, and any variation between the rates actually paid at the time of import of goods and those included in the quotation, will be to the customer's account.
  5. **TERMS OF PAYMENT.** Terms of payment unless otherwise stated in the quotation or arranged, are nett cash, free of exchange, within thirty days of the end of the month during which the goods were supplied and invoiced. Where applicable progress payment to the value of 90% of the work done and material supplied will be required within seven days of presentation of our claim for progress payment.
  6. **INSURANCE.** Insurance is not effected by our company on goods forwarded from our premises unless written instructions to insure at buyer's expense are received by us. The price quoted does not include for insurance.
  7. **CONTRACT VARIATIONS.** Our company reserves the right to cancel or vary any contract to the extent which may be necessary in the opinion of the company by reason of any act of God, War, Industrial dispute, strike, lock-out, fire, tempest, flood, drought or any cause beyond its control, including late delivery of raw material or components. Our company accepts no liability whatsoever for delay or inability to deliver in the time quoted, due to causes beyond the control of the company, including those specified above, other than those expressly stated at the time of order. Our company will not accept cancellation of an order in the event of late delivery.
  8. **WARRANTIES.** The components offered by this quotation will be produced and supplied to the standards of tolerance and finish adopted as standard by our company, details of which are available on request. No claims will be accepted by our company for failure in performance of the parts offered or supplied, arising from requirements beyond these limits or standards. Any special surface finishes, limits or tolerances, required by the customer must be clearly defined by him prior to quotation or supply and to be binding, these must be detailed and jointly acceptable to the parties in written form. Absolutely no liability, other than in the terms set out in this Clause, is accepted as to either quality, fitness, accuracy or durability, either as offered or supplied.
- All goods are supplied subject to this Warranty only, and any liability arising out of or in respect of the supply, resupply, use or reuse whether singly or otherwise of the goods, howsoever arising and whether for consequential loss or otherwise, and including any liability or company may otherwise have had by virtue of any

- representation, warranty, condition or term, whether expressed or implied by law is hereby excluded.
9. **INSPECTION & TESTING.** Inspection and tests when required by the purchaser and agreed to in writing by the company shall be final at the company's works unless otherwise agreed by the company in writing.
  10. **RETURN OF GOODS.** Buyers shall inspect the goods immediately upon the arrival thereof and shall within seven (7) days of such inspection give notice to us in writing of any matter or thing by reason thereof he may allege that such goods are not in accordance with the contract. If the buyer shall fail to give such notice the goods delivered shall be deemed to be in all respects in accordance with the contract, and the buyer shall be bound to accept and pay for the goods accordingly. No claim whatsoever will be considered by the company for goods supplied by it after a period of ninety (90) days from the receipt of the goods by the purchaser. The company undertakes to make good any defect traceable to faulty material or workmanship, but only if notified in the time specified in the previous sentence. In the case of castings, items found defective due to faulty material or workmanship within the period specified above, will be rectified or replaced by the company, subject to their return free of charge to or sighting by the company, within the period specified above. The company will accept no claim whatsoever for any costs for machining or other process time expended by the purchaser on an item prior to the discovery of a casting fault, nor shall the company be liable for any damages, consequential or otherwise, or any loss or injury to the purchaser's property or person, or purchaser's employees resulting therefrom. Other than stated above, all other warranties implied by law are hereby expressly negated.
  11. **CANCELLATION.** Cancellation of orders by the purchaser will only be effective if accepted in writing by the company and adequate compensation arranged for all work done and materials used by the company in the execution of the work up to date of the cancellation.
  12. **CUSTOMERS PROPERTY.** Where patterns, tooling or gauges are required for the production of goods, such items will be covered by the terms of sale applying to the goods themselves, if these items are supplied by our company. If supplied by the purchaser such items will be insured by the company during the use of them for production, storage or shipping only if the value and risk are nominated by the purchaser and agreed to by the company in writing at the date of acceptance of an order. Otherwise no liability is accepted by the company for loss, damage, theft or fire of such items which are the property of the purchaser. Crating and transport charges for pattern tooling or gauges to or from the company's works, will be to purchaser's account.
  13. **LIEN.** It is expressly agreed that such items as described in 12 above shall be subject to a lien for any amount still due and payable to the Company 45 days beyond the terms outlined in Clause 5 and that after 14 days notice in writing to the buyer of its intention to do so the Company shall be entitled to enforce such lien by sale of all or any part of such goods. If the Company shall have made reasonable efforts to dispose of the same by sale any such goods found to be unsaleable may be disposed of by the Company without liability by the Company to the buyer or its successors.
  14. **DESCRIPTION & DRAWINGS.** Any illustrations, drawings and descriptive matter, including advertisements accompanying this quotation or included in the company's current catalogues, must be regarded as an approximate representation only, and are not binding in detail unless stated to be so in our quotation. Errors and omissions are subject to correction.
  15. **INDEMNITY.** The buyer shall indemnify the Company in respect of any claim or liability incurred in complying with the buyer's order or instructions and in particular patent, trademark or copyright.
  16. **CONFIRMATION.** Verbal understandings in respect of prices, delivery or any other conditions cannot be recognised unless confirmed in writing by the company.
  17. **LIABILITY.** The company's responsibility for goods will cease after the time of delivery specified in the contract. Subject to the terms of the contract, the property in the goods will pass to the buyer on delivery.