

CONDITIONS OF QUOTATION & SALE FOR SUPPLY OF GOODS & SERVICES

1. "Contract" means the agreement between the Seller and the Buyer, as evidenced in these conditions and the documents annexed or incorporated by reference which contain the entire contract between the Seller and the Buyer, and shall apply to the total exclusion of the Buyer's conditions, which (whether lodged before or after the quotation) shall be of no force or effect.
2. Every quotation, tender or other offer is subject to prior sale of the goods.
3. Every quotation, tender or other offer is an estimate only and is subject to withdrawal or alteration before the Seller's acceptance of the Buyer's order or buyer's acceptance of the tender. Price's (a) are exclusive of GST and any other levies – which shall be for the Buyer's account (b) are subject to the Buyer's order being for the entire quantity of goods or services specified in the quotation and (c) unless quoted firm for a period and ordered within such time may be varied to those ruling on the date that the goods are dispatched or the services supplied. Freight is for the Buyer's account except where orders are accepted in writing on an alternative basis.
4. Goods shall be packed in the Seller's normal packaging for the type of goods. The Seller shall not be liable for damage or deterioration in transit.
5. Delivery and supply dates are approximate and availability is estimated at the quotation date only. The Seller shall not be liable to penalties or damages, either direct or indirect, for late delivery or supply. Where the buyer does not take delivery when the goods are ready, the Seller shall be entitled to store the goods (in the open if necessary) without liability and at the Buyer's cost and risk.
6. All invoices including progress invoices shall be paid in full without retention or set off whether in cash on deliver, or where the buyer has a trading account with the seller, within 30 days after the end of the month of the invoice date unless otherwise agreed in writing. Where the Contract involved delivery or supply exceeding 3 months from the receipt of the buyers order, the Seller shall be entitled to render monthly progress invoices after each calendar month for the proportionate value of the work done to the invoice date, having regard to materials, cost, work performed, profit margins and other matters the Seller deems relevant. The Seller shall be entitled without notice to (a) charge interest on overdue accounts at 2% per calendar month from the day payment is due on each invoice (b) withhold further delivery of goods, or supply of services until full payment of all monies due under the Contract or any other contract between the Buyer and the Seller (c) demand immediate cash payment for all such money, and (d) refuse, change or withdraw any credit arrangement.
7. Risk in the goods (including any instalment delivery) passes on delivery. Property in (a) the goods, (b) the goods where they have been joined with other goods, or (c) the goods where they have been incorporated into an end product in any manner, shall not pass until the Seller has received full payment for all monies due under the Contract or any other contract between the Buyer and the Seller.
8. Until the Seller has received full payment of all monies due in accordance with clause (6); (a) the Buyer shall keep the goods (including in any of the forms in clause 6) as a fiduciary for the Seller showing the Seller's ownership clearly and, if required, deliver up the goods (including in any of the above forms) to the Seller, and (b) the seller shall be entitled to enter the premises of or in control of the buyer without notice to take possession of the goods (including in any of the above forms). If, before property of the goods has passed to the Buyer, the buyer sells or otherwise deals with any interest in the goods in any form to third party, the Buyer solely does so as a trustee for the Seller, shall keep separate and hold on trust for the Seller all proceeds and property purchased with such proceeds, and assign to the Seller the benefit of any claim against such third party.
9. Inspection, testing or other examination before delivery by the buyer (the costs of which will be to the Buyer's account) is included only if specifically agreed to in writing and is final. Otherwise the Buyer shall examine the goods immediately on delivery and shall be deemed to have accepted that the goods are of the description, quality and quantity ordered, unless particulars are notified

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All backed up by Plant Energy Surveys, Consultation & Fabrication/Maintenance/Installation capabilities.

to the seller in writing within 3 working days after delivery, after which the Seller shall not be liable for any claim for damaged goods or goods alleged not to be of the description, quantity or quality ordered unless mandatory by law.

10. Return of custom-made goods will not be accepted. Return of stock items in prime condition may be accepted if authorised expressly by the seller, credit given will be the sale price less 25% for handling and re-stocking. All other costs of return will be the Buyers.
11. The Buyer shall provide the Seller with full details of performance requirements, operation conditions and site limitations. Where goods are manufactured or delivered or services supplied in accordance with any Buyer's instructions, the Seller shall not be liable for resulting damage, deterioration, non-performance or other loss. The buyer shall indemnify the Seller for its loss and liability to third parties arising out of such manufacture, delivery or supply and for actual or alleged infringement of any patent, registered design, trademark, copyright or business name. Unless any intellectual property right is registered by the Buyer or a third party before the disclosure by the Buyer to the Seller, all such rights vest in the Seller, are confidential and shall not be loaned, copied, used for tender or otherwise without the prior written consent of the Seller.
12. The Seller shall not be liable for any representation or advice by its employees or agents on the design, suitability or any purpose or otherwise of the goods. The buyer relies upon such advice at the Buyer's risk. The Seller's performance figures are estimates only as to the performance the buyer can reasonably expect from the goods or service under specific conditions and are subject to any qualifications stated or otherwise expressed by the Seller, or known or expected to be known to the Buyer. The Buyer relies solely upon its own knowledge, expertise and experience. The Seller shall be under no liability should the goods or services fail to attain such performance figures.
13. Goods supplied are subject to the chemical composition, physical properties and product standards of the original manufacturer, and are covered by such warranty as specified by the original manufacturer: the seller does not give any warranty beyond such warranty.
14. Notwithstanding any other provision of these Conditions, subject to the qualifications contained in Section 68A of the Trade Practices Act 1974 (or other applicable State or Territory legislation) if the Seller is liable for breach of a condition or warranty implied by Divisions 2A of Part V of the Act (or analogous provisions in the relevant State or Territory legislation) that is not a condition or warranty implied by section 69 of the Act (or such analogous provision) the Seller's liability of such breach including location of any defect shall be limited (a) in the case of goods, as determined by the Seller, any one of (i) the replacement of the goods, (ii) the repair of the goods (iii) the payment of the cost of replacing the goods, or of acquiring equivalent goods, or (iv) the payment of the cost of having the goods repaired and (b) in the case of services, as determined by the seller, either (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.
15. To the full extent permitted by law, and subject to these conditions, all conditions, warranties and representation not expressly contained in these conditions are negated and excluded. No conditions, warranties, representations, statements, inducements or collateral contracts have been made, are implied or are relied on by the Buyer. The Seller's liability for any breach of contract, negligent act or omission or other loss, however arising in connection with the order shall not extend to consequential loss or loss of profit however caused. Additionally, the Seller shall not be liable for death, injury, property or other loss or damage relating to settling, shrinkage, expansion, subsidence, heating drying process, seepage, pollution, contamination, radioactive, toxic, nuclear, explosive and asbestos or other hazardous substance or occurrence.
16. Should the manufacture or delivery of goods or the supply of services be prevented or hindered directly or indirectly by strike, shortage of material, fuel or labour, breakdown or partial failure of plant or machinery, undisclosed site limitations, late receipt of the Buyer's specification or other necessary information, restricted access to site or any other cause whatever beyond the Seller's control then delivery or supply time shall be extended until the effect of the delaying cause has ceased. Neither the Seller nor the Buyer shall be entitled to cancel the Contract nor shall the Seller be liable for any damages for the resultant delay.
17. The Seller shall be entitled, without prejudice to its other rights and remedies, to terminate or suspend the whole or any part of the contract and any other contract between the Seller and the Buyer (a) any debt due from and payable by the Buyer to the Seller is unpaid (b) the Buyer fails to provide any security required by the Seller (c) the Buyer fails to take delivery of any goods or accept the supply of services other than in accordance with the Buyers contractual rights (d) the Seller obtains unfavourable report on the Buyers financial standing or (e) the Buyer becomes insolvent, enters into any composition or arrangement with its creditors, or a manager, receiver or provisional liquidator is appointed to the Buyers business. In the event of termination, without prejudice to its other rights and remedies, the Seller shall be entitled to 5% of the contract price as liquidated damages. In the event of suspension, as a condition of resuming delivery, the Seller shall be entitled to require repayment or other security.
18. The contract shall be varied only by written agreement expressly setting out the nature of the variation. The Seller's acceptance of payment, or delay or failure to act shall not prejudice its rights or constitute a waiver. The Buyer shall not assign the contract in whole or part.
19. All matters arising in connection with the contract shall be governed by the law of the State or Territory in which the order is accepted by the Seller and all disputes shall be subject to the jurisdiction of the appropriate court of such State or Territory. The sales of goods (Vienna Convention) Act 1986 (New South Wales) or its corresponding legislation in other State or Territories shall not apply.

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