

Unless otherwise agreed in writing by Celemetrix Pty Ltd ABN : 39 117 603 835 (referred to herein as "the Company") the following terms and conditions shall apply to the supply of goods, information and services herein called "the Products" by the Company to you (referred to herein as "the Buyer").

1. Specification Standard

The Products delivered will be generally in accordance with specification detailed on the face of this quotation. The Company will not entertain claims based on non-compliance with any other specification.

2. Design Changes

The Company shall have no obligation to make alterations in the design or construction of Products previously accepted and delivered even though design changes are incorporated in Products subsequently being delivered.

3. Buyer's Special Requirements

Changes to the specification at the Buyer's request after the placing of any order will only be accepted at the Company's discretion. Such changes will only take effect when agreed in writing by the Company and may result in an increase in price and delays in delivery.

4. Delivery

The delivery dates while given in good faith should be regarded as estimates only. The Company will only accept liability for delay in delivery if specifically agreed in writing and under no circumstances will responsibility for delay be accepted when such delays result from any cause beyond the control of the Company including, but not being limited to fire, explosions, tempests, strikes, lockouts, inability to procure materials, loss or damage or delay in transit or the action of any government. Delay by the Buyer in furnishing information such as operating specifications may result in delay in delivery of the Products. Place of delivery shall be as specified in this quotation. Where nothing is specified delivery shall take place ex works, Melbourne Australia.

Unless agreed otherwise in writing by the Company any additional transport or delivery charges are to be borne by the Buyer at the prices quoted by the Company.

5. Title

Until full completion and payment, the equipment is and shall remain the property of the Owners. The title and risk in the Products shall pass on payment of all moneys to the Buyer.

The Buyer agrees to keep the equipment free from distress execution or other legal process and not create or allow to be created any lien over the equipment until such time as title has passed to the Buyer.

The Buyer agrees not to sell, assign, or lease whole or in part of the said equipment or any part of it at any time until title of the equipment passes to the Buyer unless agreed with the Company in writing.

6. Packing

Special packing if required shall be for Buyer's account.

7. Price Variation

Unless stated to be fixed, the price quoted will be subject to variation following acceptance of order in the event of the cost to the Company of producing the Products being increased for example by virtue of a variation in the weekly hours of work laid down under a relevant award or by a change in the rate of exchange affecting the cost of imported goods incorporated in the Products.

8. Goods and Services Tax

Unless specifically indicated, prices shown in this quotation exclude GST. The invoice which will be provided will be a tax invoice such as is required for compliance with The New Tax System (goods and Services Tax) Regulations 1999.

Adjustment in GST liability

- (a) If for any reason the company's liability to GST in respect of the Products is increased or reduced then the company shall promptly notify the buyer of this fact and the consideration payable under clause 8(a) shall be increased or reduced (as the case may require) by a similar amount.
- (b) If the consideration is increased or reduced under paragraph (a) then the buyer if the consideration is increased and the company if the consideration is reduced shall on demand pay to the other party the amount of the increase or reduction (as the case may require).

9. Other Taxes, Duties or Import

Unless specifically indicated, prices shown in this quotation do not include any other tax, levy, customs, due or primage which shall be to Buyers account. If any other such tax levy, duty or primage is assessed as payable then any increase in the amount payable shall be for the Buyer's account.

10. Payment Terms

- (a) Payment of all charges including taxes and delivery charges is strictly net within fourteen Days (14days) of the invoice date for customers on account terms. Terms are strictly COD for customers without account terms.
- (b) Payments sent by post are at the risk of the Buyer.
- (c) The Company may charge and the Buyer shall pay interest at the rate of 2% per annum above the published 90 day bank bill rate for the time being on all sums which, from time to time, may be due from the Buyer to the Company hereunder and for the time being unpaid, such interest being calculated from the due date until the payment is received.
- (d) The Company reserve the right to alter the credit terms at any time when in the Company's opinion the Buyer's financial condition or previous payment record so warrants.
- (e) No payment is deemed to be made until received and cleared in the Company's bank account.

(f) The Buyer shall not be entitled to withhold payment of any amount payable to the Company because of any disputed claim of the Buyer in respect of faulty equipment or any other alleged breach of this or any other contract between the Buyer and the Company, nor shall the Buyer be entitled to set off against any amount payable under this contract any monies which are not then presently payable by the Company or for which the Company disputes liability.

11. Service Support

The Company shall endeavour to offer Service Support to its complete range of products sold in Australia to the extent of its capability and to the extent allowed by third party suppliers.

12. Warranty

The Company warrants that in the event of any defect in the Products occurring within the warranty period as a result of faulty material or workmanship attributable to the Company then the Company will repair, replace or refund the cost of the Products at its option provided that:

(a) The Product has not been misused, or used for other than its intended purpose or services by an unauthorised person.

And

(b) The Company is notified in writing of the fault and except where the Company elects to repair on site the product or fault component is returned carriage paid at the Buyer's risk to the Company's designated works.

Components are only covered by the component manufacturer's normal warranty and should such warranty have expired before the return of the Product then new components installed will be charged at cost. Products repaired under warranty will be returned to the Buyer or ultimate user at the Buyer's cost.

Warranty Periods for purchased goods

- (1) Where equipment is sold as "new", warranty period is 12 months from the date of delivery to the original purchaser unless otherwise stated in the quotation
- (2) Where the equipment is sold as "ex-rental" or "refurbished", warranty is confined to 7 days right of return, unless otherwise stated in the quotation.

13. Limitation of Liability

The warranty given in clause (12) above is the only warranty given by the Company and all other warranties whether implied by statute or other wise are hereby excluded. Without limiting the generality of the foregoing liability for any consequential loss, damage or injury including death howsoever occasioned is specifically excluded.

14. Default.

(a) If the Buyer shall default in making any payment for any period in excess of thirty days or if the Buyer is in breach of these Conditions of Sale, or becomes insolvent or compounds with its creditors or has distress or execution levied upon its property or is wound up or goes into liquidation (except for the purposes of a solvent reconstruction) or has a receiver, administrative receiver or administrator appointed of the whole or any part of its assets or suffers any similar process under the law of its domicile then the Company shall be entitled to terminate the agreement forthwith and enter upon the Buyer's premises and to remove the equipment without notice to the Buyer.

(b) The Company is hereby indemnified by the Buyer in respect of all and any damage or loss to the Buyer or any third party resulting from the exercise by the Company of its rights therein reserved. This shall include the Company recovering all amounts outstanding and payable as a result of such action.

15 Shortage

All claims by the Buyer that the Products were delivered short must be made in writing within seven (7) days of receipt of the delivery in question.

16. Damage Loss or Delay in Transit

Where Delivery is made ex works the Company does not accept any liability for damage, loss or delay of the Products in transit.

17. Patent Indemnity

If the Buyer is threatened with any action alleging that the Product in the form sold infringes any Australian Patent or Registered Design then provided that the Buyer promptly informs the Company and in cases where the Company so requests allows the Company to defend any action on the Buyer's behalf, then in all cases the Company will indemnify the Buyer against any award of damages and costs against the Buyer arising from such action. The above indemnity is given by the Company in lieu of any or all other liabilities the Company might have in relation to any action against the Buyer for infringement or patent or other proprietary rights and under no circumstances will the Company be liable for any contingent or consequential loss however arising.

18. Validity

The terms of this quotation are held firm for a period of fourteen days unless otherwise stated herein.

19. Special Uses

Without limiting the generality of Clause 13 of these conditions under no circumstances will the Company accept liability for any claim in respect of bodily injury or damage to property arising out of or from the installation of the Products in any such special environment whether or not such injury or damage is caused by the negligence of the Company or its employees.

20. Oral Instructions

The Buyer acknowledges that all terms and conditions of the Contract are set out hereon superseding all previous terms and conditions and that the Company shall not be bound to carry out oral instructions alleged to have been given to or oral statements or representations alleged to have been given by any officer of the Company.

21. Cancellation

Cancellation of an order accepted on the basis of this quotation can only be made by mutual consent and on terms which indemnify the Company against all loss.

22. Severability

Any contract entered into by the Company shall be regarded as severable in the event of Products being of different kinds or the contract providing for delivery by instalments. Each and every delivery of separate items under the contract shall be regarded as being made under a separate contract and damages arising from any alleged breach of contract shall be limited accordingly.

23. Law

The contract formed by the Buyer's acceptance of this quotation shall be formed, construed and shall take effect in accordance with the laws of Victoria, Australia.

24. Notices

Any notice or other communication sent to the Customer shall be deemed to be delivered if sent to the Customer's address last known to the Company.

25. Force Majeure

The Company shall not be responsible for the nonfulfilment of its obligations as a consequence of Acts of God, wars, whether declared or not, riots, civil commotions, acts, orders, or requests of any Government or any other authority, strikes, lock-outs, accidents in manufacture, and any other cause beyond the control of the Company.