



Terms & Conditions of Supply and Sale

The following are the Conditions of Quotation and Sale of Technolab Marketing Pty Ltd, called the "Company".

A reference to the Company includes its employees, contractors and agents.

Any manufacturers or supplier of goods will be referred to as the "Principal". The other party to the order, or purchase contract, will be referred to as the "Purchaser".

The Company quotation and these Terms & Conditions together form the Contract between the Purchaser and the Company.

General

Any order placed with the Company is acceptance of the following conditions, which may only be varied after mutual consent in writing between the Company and the Purchaser.

The Company reserves the right to refuse at its absolute discretion any order based on a quotation within seven (7) days after the order is received and at any time to refuse to accept or proceed with any order should the Purchaser's trade reference be unsatisfactory to the Company.

The Purchaser acknowledges that they have relied solely upon their own inspection, skills and judgment and not any representation by the Company in accepting a quotation or placing an order for Company's products or other services.

Governing Law

All transactions are subject to the laws of Tasmania.

Validity

All quotations issued by the Company are valid for 30 Days, unless otherwise stated in writing by the Company.

Assignment

The Purchaser shall not assign a Company quotation, order or this contract, without the consent in writing of the Company.

Acceptance and Delivery

Any order based on a Company quotation is accepted upon and subject to these Company Terms & Conditions of Supply and Sales. Unless expressly accepted in writing by the Company and the Purchaser, any variation, alteration or additions to these Conditions of Supply and Sale in a Purchaser's order or order form will be deemed to be inapplicable.

All quotations or offers are subject to withdrawal or variation by the Company at any time prior to acceptance of a firm order. No order given to the Company shall be binding upon the Company until accepted by the Company in writing.

Unless otherwise agreed, the point of delivery of the goods to the Purchaser will be at the time the goods pass over the side of the truck onto which they are being loaded for consignment to the Purchaser and risk will pass to the Purchaser at this point of delivery.

As quoted in writing, the freight to the Purchaser is included in the cost of the goods being supplied. Goods delivered elsewhere shall be at the Purchaser's risk from dispatch to such premises and the Purchaser will indemnify the Company against any claim or liability, damage or injury to or by the goods after dispatch save and except to the extent that the claim or liability, damage or injury to or by the goods arises out of the Company's default, act or omission, and the Purchaser shall specify in writing on their

official order if insurance is to be taken out at their cost. This provision will apply notwithstanding the fact that the Company has agreed to install the goods at the premises nominated by the Purchaser.

The Purchaser shall inspect the goods immediately able and shall, within fourteen (14) days of such inspection, give notice in writing to the Company of any matter or thing by reason where the Purchaser may allege that the goods are not in accordance with this Contract. If the Purchaser fails to give such notice save and except for latent defects, being defects which are not readily apparent to a reasonable person and of which the Purchaser is not aware the goods shall be deemed to be in all respects in accordance with the contract and the Purchaser shall be bound to accept and pay for the same accordingly subject to the Company's warranties in respect of the goods.

In case of delivery, each and every delivery will be deemed to be sold under a separate contract and will be subject to these Terms & Conditions of Supply & Sale.

The Company must deliver to the Purchaser all documents which may be required to transfer ownership of the goods and the benefit of any warranty in respect of the goods to the Purchaser.

Injury and Damage

The Purchaser shall indemnify the Company against all claims whether made under any contract or statute or under common law in respect to any loss or damage to any property whatsoever, or injury to any person whatsoever, to the extent that the claim, loss, damage or injury arises out of the Purchaser's default or negligence. The Company shall indemnify the Purchaser against all claims whether made under any contract or statute or under common law in respect to any loss or damage to any property whatsoever, or injury to any person whatsoever, to the extent that the claim, loss, damage or injury arises out of the Company's default or negligence and specifically excluding any operational loss, loss of profits, or any other indirect or consequential loss.

Prices

The cost of variation to an order or quotation will apply where additions or alterations to orders or quotations is required over and above the specifications of the original quotation. Prices are based on current Principals price lists, currency exchange rates, duty and freight. Any variation in these rates prior to the time of receipt of any official order will be to the Purchaser's account where agreed to by the Purchaser.

If prior to receipt of the Purchaser's order by any reason of any legislation, government action or other cause beyond the Company's reasonable control, any tax, impost, levy, charge, duty or expenditure of any kind, which is not at present chargeable or applicable, is imposed becomes payable or applicable, or is incurred upon, to, or in respect of the goods hereby sold, it will be to the Purchaser's account and/or chargeable to the Purchaser by the Company provided the Purchaser agrees to this in writing.

GST

A Goods and Service Tax (GST) at the rate of 10% of the quoted price will be added and shown separately to the cost of all supplies. All quoted list prices exclude GST. The Purchaser's obligation to pay the Company is subject to the Purchaser receiving a valid tax invoice from the Company.

GST will be shown separately in the account for the sale of the goods and the provision of the service. The amount of the GST payable in respect of this transaction is payable by the Purchaser. No allowance will be made for input tax credits or similar credits available to the Company. The Purchaser must indemnify the Company in respect of the GST paid and payable by the Company in respect of this product sale and service.

Cancellation

Any order on the Purchaser's order form, for goods or services resulting from a quotation can only be cancelled upon the Company's consent in writing and against payment to the Company of a reasonable and proper cancellation fee as determined by the Company.

Validity

Prices stated in the Company's quotation will be held firm for 30 days unless otherwise stated. The Company reserves the right to confirm or reject quoted prices at the time of receipt of any official order. Prices shall not be varied without the Purchaser's agreement after receipt of any official order.

Installation

All instrumentation and equipment shall be installed and commissioned as stated in the Company's quotation. Where the Company or its agent undertakes to install on site, it is the Purchaser's responsibility to provide all service utilities required such as compressed air, steam lines, air lines, water supply and drains, electrical services etc. If special equipment is required, such as heavy lift gear at the installation site, the reasonable expenses involved in hiring or using such equipment and any reasonable associated charges, will be for the Purchaser's account. Unless otherwise mutually agreed, the Company's responsibility to install such equipment may cease at the Company's option if the Purchaser for any reason defers the installation.

Terms of Payment

The terms of payment are as specified in the Company's quotation.

Rights in Relation to Goods

The Company reserves the following rights in relation to the Purchaser items until all account owed by the Purchaser to the Company are fully paid.

a) Legal ownership of the goods.

If the goods are resold, or other products manufactured using the goods sold, by the Purchaser, the Purchaser shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold, in a separate identifiable account as beneficial property of the Company and shall pay such amount to the Company on request. Notwithstanding the provisions above, the Company shall be entitled to maintain an action against the Purchaser for the purchase price and the risk of the goods shall pass to the Purchaser.

b) Liens

In addition to any lien to which the Company may be entitled by statute or common law, the Company shall, in the event of the Purchaser's insolvency, bankruptcy or winding up, be entitled to a general lien on all property whatsoever owned by the Purchaser but in the Company's possession at the time, such lien to cover the unpaid price of any goods (including the goods) sold by the Company by the Purchaser.

c) If:

1. a PPS Law applies or commences to apply to these Terms and Conditions or any transaction contemplated by them, or the Company determines (based on legal advice) that this is the case; and
2. in the Company's opinion, the PPS Law:
 - a. does or will adversely affect the Company's security position or obligations; or
 - b. enables or would enable the Company's security position to be improved without adversely affecting the Purchaser, the Company may give notice to the Purchaser requiring the Purchaser to do anything (including amending these Terms Conditions or execute any new Terms and Conditions) that in the Company's opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in paragraph (ii)(A) or improve the security position as contemplated in paragraph (ii)(B). The Purchaser must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this paragraph, in the Company's opinion the Company's security position or obligations under or in connection with these Terms and Conditions have been or will be materially adversely affected, the Company may by further notice to the Purchaser cancel these Terms and Conditions, in which case the Purchaser must pay to the Company any money owed to the Company by the Purchaser immediately.

"PPS Law" means the Personal Property Security Act 2009 (Cth) (**PPS Act**) and any regulation made at any time under the PPS Act (each as amended from time to time); and any amendment made at any time to any other legislation as a consequence of a PPS Law.

Waiver

A failure by a party to insist upon strict performance of any terms or conditions contained in these Terms and Conditions shall not be taken to be a waiver of any rights of the party.

Warranty

Where the Purchaser is a consumer as defined to the relevant law such as the Competition and Consumer Act 2010 and similar state laws in respect of any goods, certain conditions and warranties cannot be excluded, restricted or modified (“the consumer warranties”). In those cases the Purchaser has the benefit of both the consumer warranties and the conditions contained in this clause and in the event of any inconsistency the consumer warranties shall prevail.

The Company warrants that the goods are guaranteed to be free from defects in material and workmanship as at the date of delivery to the Purchaser and in accordance with the particular Principal’s warranty. This warranty does not cover the repair of any fault or the replacement of any defective part resulting from negligence or mal practice of the Purchaser by its servants.

Nor does it cover the following:

1. The cost of freight or insurance to or from the Company’s or Principal’s workshops unless otherwise agreed to by the Company in writing prior to shipment of the warranted item. The Purchaser shall return the product to the Company freight prepaid. Should the Purchaser require the visit from a Technician/Engineer rather than return the product to the Company, the Purchaser is to pay all reasonable travelling, accommodation and time expenses of the Company’s Technician/Engineer. All parts and labor shall be provided by the Company during normal working hours.
2. The repair or replacement of any product where that product has been altered or modified by the Purchaser. The above guarantee is additional to rights which arise from the sale of industrial and technical products and services knowledgeable buyers under the Competition and Consumer Act 2010 as amended. The Company cannot guarantee the availability of any Principal’s spare parts after the expiration of their warranty period.

The Company warrants that;

1. The Company, by agreeing to supply, supplying, delivering, installing and commissioning the goods does not and will not at all relevant times, infringe:
 - a. Any rights which any person may have in respect of the goods, including (without limitation) intellectual property (including moral) rights; and
 - b. Any laws which apply in respect of the supply, delivery, installation and commissioning of the goods:
2. The Company is and will be the sole owner of the goods and no person has and no person will have any rights in respect of the goods other than the Company and the Purchaser;
3. The Company is legally entitled to transfer and will validly transfer all rights of ownership in the goods to the Purchaser;
4. The goods are and will be fit for their intended purpose in Australia;
5. The goods will conform to the specifications and operate as described in the specifications supplied to the Purchaser by the Company preceding the order.

The Company’s warranties are as to the facts in this clause being true as at the date of receipt of the order, at the date of delivery and at all other relevant times.

Lightning Protection Products: The Company does not warrant any product against damage caused by a lightning strike or and damage caused by the subsequent secondary effect of surges and voltage transients to power, data and signal lines.

Description/Sales Literature

Delay in Delivery and Force Majeure

- (a) Delivery and availability dates are estimated only and although the Company will use its best endeavors to maintain these estimates no liability is accepted for delay from any cause whatsoever save and except to the extent that the liability or claim arises out of the Company’s default, act or omission.
- (b) If for any cause beyond the party’s reasonable control, including but without limitation any act of God, war, strike, lockout, industrial dispute, Governmental or semi-governmental award, enacted priority or restriction, fire, flood, storm or tempest, delay in obtaining licenses, transport, strikes, customs, labor or materials, accidents, damage to the

Company's works or business or those of its suppliers, a party is prevented from making delivery or performance at the time stipulated, or otherwise performing any obligation under the contract that party shall be entitled at its option either to extend the time for delivery or performance for a reasonable period or to determine the contract, and the Company or the Purchaser (whichever is relevant) shall not be in consequence in either case have any claim for damages. Where an event referred to above continue for more than 28 days, either party may terminate this contract by giving the other party 14 days written notice and the Company or the Purchaser (whichever is relevant) shall not be in consequence in either case have any claim for damages.

- (c) The time of delivery in any quotation represents the time at which the goods are to be ready for dispatch from the Company's premises and the Company is to be allowed the further time necessary to cover transit points of delivery.

Insurance

The Company shall take out and maintain for the duration of any applicable warranty period products liability insurance and public liability insurance for at least \$10 million for any single occurrence.