

GENERAL

- a) Quotations and tenders are offered on the distinct understanding that the following provisions, unless otherwise agreed in writing, shall apply to all orders given to, and accepted by CSE Uniserve Pty Limited (CSE).
- b) Acceptance of our tender waives any contractual or commercial conditions, on the Customer's form of acceptance, which are inconsistent with these conditions of sale.
- c) We reserve the right to revise or withdraw quotations at any time prior to acceptance.
- d) Unless previously withdrawn, a quotation is valid for thirty (30) days, or such other period as stated therein. A quotation is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise unless the purchase order is accepted by CSE.

1. STATUTORY CHARGES

Prices quoted are based on statutory charges, applicable 28 days prior to the date of this quotation. Any amendment to such charges or additional imposts shall be added to or deducted from the quoted price.

2. VARIATION IN RATES

If, from 28 days prior to the date of this quotation or during execution of the contract, the cost is increased or decreased due to increase or decrease of rates of overseas exchange, customs duty, primage, insurance freight, tariffs, our suppliers CPI adjustments, or any other cause beyond our control, then the quoted price shall be increased or decreased accordingly.

3. VARIATION IN LABOUR

This quotation is based on the rate of pay, including statutory hours per week, workers compensation, long service leave, superannuation, sick and holiday pay, public holidays, travelling time and travelling allowances, etc., paid 28 days prior to the date of this quotation and any variation in those rates and conditions will apply to the portion of the work remaining incomplete as and when the variation becomes operative.

4. EXTRA COSTS DUE TO DELAY

CSE reserves the right to claim all extra costs incurred by any act or omission on the part of the Customer or any agent for the Customer, which results in additional work or delays in delivery.

5. CANCELLATION

If the Customer cancels an order, it will be liable for all cancellation charges including, without limitation: (i) the full price for any finished Products not yet delivered; (ii) for partially completed products, the portion of the price determined to be due based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due to subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

6. DELIVERY

The time or date of delivery is an estimate and be derived in part, from the receipt of the Customer's written order and all necessary detail and permissions to enable us to proceed. Every reasonable effort will be made by us to deliver on or before the estimated delivery date. Delivery on the quoted date cannot be guaranteed and failure to deliver by a quoted date shall not give the Customer

a right of cancellation or refusal of delivery or render CSE liable for damages or other compensation. Without prejudice to the generality of this provision, CSE shall not be liable for any delays arising from strikes, lockouts, accidents, shortages of material or labour, shipping delays, wars, or any other cause beyond our control.

7. PROPERTY

The goods shall remain the property of CSE until full payment is received. We reserve the right to enter the Customer's premises at any reasonable time to take possession of and remove any equipment for which full payment has not been received.

8. TRANSPORT AND INSURANCE

Unless otherwise stated in our offer, prices quoted are ex-works. No allowance has been made for payment of transport, insurance and unloading costs.

9. PACKING AND CRATING

Unless stated otherwise in the quotation the cost of packing and crating is not included. Any packing or crating and treatment for export or similar requirements by the Customer and not specifically stated as being included in the quoted price will be to the Customer's account.

10. ENGINEERING, DESIGN AND DRAWINGS

Unless otherwise stated, all engineering, designs, drawings, trademarks, logos, and associated works produced by CSE remain the intellectual property of CSE and may be modified by us without notice and without incurring any obligation or liability at any time prior to delivery. Plans, drawings, designs, and engineering as well as logos, trademarks and specifications must not be copied, distributed, or disclosed to any third party without the written consent of CSE.

11. INSPECTION AND TESTS

When inspection and tests are performed, they will be in accordance with CSE's standard practice and will be carried out at the place of manufacture or elsewhere at CSE's option. These together with any additional tests as may be specified in the quotation, are the only tests included in the price. Should any further tests or witnessed tests be required, these will be subject to mutual

agreement and may incur additional costs to the contract price.

After seven (7) days' notice that CSE is ready to carry out any witnessed tests required, such tests may proceed in the absence of the Customer or their representative and shall be deemed to have been made in their presence.

12. GUARANTEE

In lieu of any warranty implied by law and to the extent that no other special provisions are herein contained, we expressly guarantee to repair or replace at our option, ex-works, any part which, within a period not exceeding eighteen (18) months from the date of supply / twelve (12) months from date of commissioning (whichever is sooner) may prove defective through poor workmanship or material, provided that such defective parts are promptly returned freight paid, to our premises, unless otherwise arranged. The part is to be supplied on the condition that CSE shall not be liable for any losses through stoppages, nor for any direct contingent, consequential or special damages arising from any such defect, admitted, proven or not. Material and equipment not of CSE's manufacture shall be covered by the

warranty of its manufacturer only. Notification shall be given to CSE prior to returning such parts. CSE reserves the right to relinquish any warranty if the product has been modified or tampered with in any way.

13. PAYMENT

All orders are subject to credit approval by CSE. CSE may modify, suspend, or withdraw any offered credit or terms at any time without notice. All invoices submitted to the Customer to whom CSE has agreed to supply a credit facility shall be paid, in full, within thirty (30) Days Nett. Should payment not be made in accordance with our terms and conditions, an additional weekly charge, based on bank overdraft interest charges, will be incurred by the Customer.

For all other transactions, CSE requires payment in advance by Bank Transfer, or some forms of Credit Card.

All transactions made by credit card are subject to the following fees on the total nett price, including any freight, clearance fees, document charges etc and GST that may be part of the transaction: - Visa = 1.38% or Mastercard = 1.24%.

CSE will not accept other forms of credit or third-party payments.

Disputed Invoices

If the Customer disputes all or any portion of an invoice, it must first deliver written notice to CSE of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of the Customer to notify CSE of any dispute constitutes a waiver of any claim. If the Customer only disputes a portion of the invoice, it must pay the undisputed portion as per terms. Upon resolution of the dispute, the Customer must pay the remaining value if any of the invoice, plus any accrued interest on the late payment.

14. PATENTS AND DESIGN RIGHTS

In the event of any claim or claims in respect of infringement of a Registered Design, Trademark, Copyright or Letters Patent, the specification of which is published prior to the date of the quotation and relating to any part of the equipment supplied by CSE (other than a part used on a design specified by the Customer) CSE will at its sole discretion and expense, replace or modify such part with a non-infringing part or procure for the Customer the right to use such a part provided CSE is given the full opportunity to conduct all negotiations in respect of such claims. In no event shall CSE incur any liability for losses arising from use or non-use of any infringing part.

The Customer warrants that any design or instructions furnished or supplied shall not be such as to cause CSE to infringe any Letters Patent, Registered Design, Trademark or Copyright in the execution of the order.

The patent and design rights held by CSE and relating to equipment offered or supplied by CSE shall remain the absolute property of CSE. The designs and drawings, logos, and trademarks of CSE shall not be reproduced or disclosed without written consent. The Customer will not, without CSE's previous written consent, copy or otherwise reproduce or allow others to copy or otherwise reproduce, any drawings, equipment or part thereof supplied by CSE.

15. BANKRUPTCY, LIQUIDATION AND DEFAULT

If the Customer defaults in the due observance or performance of any or all its obligations under the contract or:

- (i) being a person, dies or becomes bankrupt.

- (ii) being a company, takes or shall take against it, any action for the winding up of that company or the placing of that company under official management or receivership other than for purposes of restructure then CSE, at his option and without prejudice to any other rights under the contract or at law, shall give notice in writing to the Customer and after fourteen days from such notice may, unless otherwise provided by law:

- a) determine the contract and/or suspend manufacture or delivery of any equipment then outstanding.
- b) retain any security given or moneys paid by the Customer and apply this against the assessed loss and damages incurred by CSE in the performance of the contract.

16. FORCE MAJEURE

An extension of time to the completion date/s shall be applicable for the period of delay resulting from force majeure, which shall apply when delivery is delayed by circumstances beyond the reasonable control of CSE or its sub-contractors. Force majeure is defined as: circumstances including, but not limited to, flood, fire, earthquake, cyclone, typhoon, tidal wave or other act of God, war, civil commotion, strike or other industrial action, nuclear, environmental, biological event or accident and changes to government legislation.

17. GOODS AND SERVICES TAX

Unless expressly stated otherwise, all prices or other sums payable do not include Goods and Services Tax (GST) CSE may recover from the Customer, and the Customer must pay the full amount of GST payable for any taxable supply made by CSE provided the Customer receives a valid Tax Invoice in respect of that taxable supply.

18. CHANGES IN WORK OR TERMS

No change will be made to the scope of work unless agreed in writing by CSE. If any change to any law, rule, regulation, order, code, standard, price, schedule or requirement impacts CSE's obligations or performance under this Agreement, CSE may request or issue a variation for an equitable adjustment in the price and time of performance.

19. LEGAL CONSTRUCTION

Except as may be otherwise agreed by the supplier, the contract shall be construed and operate as an Australian contract and in conformity with the laws of Australia and the State of acceptance of order.

20. ARBITRATION

If at any time, any question, dispute or difference whatsoever shall arise between the Customer and CSE upon or in relation to or in connection with the contract, either may give to the other notice in writing of the existence of such question, dispute or difference and the same may be referred to arbitration of a person to be mutually agreed upon after 30 days of time for negotiation.

The award of the Arbitrator shall be final and binding on the parties. The costs of reference and award shall be at the discretion of the Arbitrator, who may determine the amount thereof and may direct in what proportion and in what manner costs shall be paid. If mutually agreed but not otherwise, the parties may be represented by Legal Counsel.