

TERMS & CONDITIONS OF SALE – INLINE SYSTEMS PTY LIMITED

1 DEFINITIONS

- 1.1 "We", "us" and "our" shall mean and refer to *INLINE Systems Pty Limited*, or any agents or employees thereof.
- 1.2 "You" and "your" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from us.
- 1.3 "Goods" shall mean all goods, chattels, or services, provided by us to the you, and shall include without limitation the supply and or installation and / or repair of parts or supply of work as the case may be and all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of goods by us to you.
- 1.4 "Price" shall mean the cost of the goods as agreed between us and you subject to clause 5 of this contract.

2 OFFERS

- 2.1 Where a quotation is given by us it:
- 2.1.1 Is valid for the period expressed within, if no period is given, the quotation shall remain valid for thirty (30) days from the date of issue; and
- 2.1.2 Shall be exclusive of Goods and Services Tax unless specifically stated to the contrary; and
- 2.1.3 May be withdrawn at any time before acceptance; and
- 2.1.4 Applies only to the cost of supply and installation of equipment.
- 2.1.5 Is upon the basis that reasonable access to the property or premises is available where it includes the cost of delivery to the property or premises. If such access is not available an extra charge for handling will be added;
- 2.2 Documents forming part of quotations and containing illustrations, drawings or weights and dimensions or other similar information are approximate only unless expressly warranted as correct. We reserve our proprietary rights and copyright in and to estimates and drawings which shall not without our consent be made available to any third party;
- 2.3 Any performance figures given by us are based on our estimates which we expect to obtain during testing. Unless guaranteed in writing no undertaking or warranty is given that such figures will be obtained and our liability in that event shall be strictly limited to the terms of the written guarantee.
- 2.4 We are not responsible for installation or commissioning of the goods supplied nor for any ancillary services such as site preparation, external and interconnecting wiring, cabling, wall reinforcement, compliance testing or pipe work necessary for the operation of the goods unless expressly agreed in writing.
- 2.5 Where goods are required in addition to the quotation the customer agrees to pay for the additional cost of such goods;
- 2.6 You shall be responsible for choosing products to meet your requirements.

3 ACCEPTANCE

- 3.1 Any instructions received by us from you for the supply of goods shall constitute acceptance of the terms and conditions contained herein. These terms and conditions shall apply to future orders you make with us and any terms or conditions to the contrary of these terms and conditions shall not apply.
- 3.2 None of our agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by us in writing nor are we in any way bound by any such unauthorised statements.

4 COLLECTION AND USE OF INFORMATION

- 4.1 You authorise us to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by us to any other party.
- 4.2 You authorise us to disclose any information obtained to any person for the purposes set out in clause 4.1
- 4.3 Where you are a natural person the authorities under clauses 4.1 and 4.2 are authorities or consents for the purposes of the Privacy Act.

5 PRICE

- 5.1 All prices are exclusive of GST, freight costs, installation and any other applicable taxes and duties and may be subject to increase due to exchange rate fluctuations and such items and increases are payable in addition to the price.
- 5.1.1 The minimum exchange rate variation is 1.5% and is based on the rate quoted by the National Australia Bank on the day of delivery.
- 5.2 Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by us at the time of the contract.
- 5.3 Charges for work such as installation / repair / manufacture are based on wages, related costs and general costs existing at the date of this contract and we reserve the right to increase the charges set out to allow for any increases in operating costs such increase to be notified in writing with the amount and date from which the increase shall apply. Quotations for such charges apply only at the date of contract and are likewise subject to change by notification.
- 5.4 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of us between the date of the contract and delivery of the goods.

6 PAYMENT

- 6.1 Interest may be charged on any amount owing after the due date at the rate of the prime rate plus 3% per month or part month.
- 6.2 Any expenses, disbursements and legal costs incurred by us in the enforcement of any rights contained in this contract shall be paid by you, including any reasonable solicitor's fees or debt collection agency fees.
- 6.3 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

7 RISK

- 7.1 The goods remain at our risk until the delivery to you, but when title passes to you pursuant to clause 9.1 of this contract the goods are at your risk whether delivery has been made or not.
- 7.2 Delivery shall be made at the place indicated by you and if no place shall be indicated then delivery shall be made at your premises. If you fail or refuse to take or accept delivery then the goods shall be deemed to be delivered when we were willing to deliver them or when 14 days have elapsed after the date of notification that the goods are ready for dispatch in accordance with this contract.
- 7.3 The time agreed for delivery shall not be an essential term of this contract unless you give written notice to us making time of the essence.
- 7.4 Where we deliver goods to you by instalments and we fail to deliver one or more instalments you shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.

8 AGENCY

- 8.1 You authorise us to contract either as principal or agent for the provision of goods that are the matter of this contract.
- 8.2 Where we enter into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and you agree to pay any amounts due under that contract.

9 TITLE

- 9.1 If the goods are ascertained and in a deliverable state, title in the goods passes to you when you have made payment for all goods supplied by us.
- 9.2 Where you have not paid for any goods in your possession property in such goods shall remain with us and:
- 9.3 The goods shall be held by you as Bailee; and

- 9.4 If the goods are attached, fixed, or incorporated into any of your property, title in the goods shall remain with us until you have made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to us as security for the full satisfaction by you of the full amount owing between us and you.
- 9.5 You give irrevocable authority to us to enter any premises occupied by you, at any reasonable time, to remove any goods not paid for in full by you. We shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.

10 LIABILITY

- 10.1 Except as otherwise provided by statute we shall not be liable for:
- 10.1.1 Any loss or damage or injury of any kind whatsoever whether suffered or incurred by you or another person whether such loss or damage or injury arises directly or indirectly from goods or services or advice provided by us to you and without limiting the generality of the foregoing of this clause we shall not be liable for any consequential loss or damage or injury of any kind including without limitation any financial loss; and
- 10.1.2 Loss of data and/or programs, even if resulting from service or repairs. In addition, no claims for damage or reimbursements shall be considered as it is the user's responsibility to keep an updated backup copy of the data and programs.
- 10.1.3 For any loss, damage, or injury beyond the value of the goods provided by us to you in contract, or in tort, or otherwise.
- 10.2 You shall indemnify us against all claims of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of our negligence or the infringement of any letters patent, trademark, trade name, copyright or other similar right to which any specification or information supplied by you might be subject or otherwise by any person in connection with any matter, act, omission, or error by us, our agents or employees in connection with the goods or this contract.
- 10.3 All claims must be received by us within 14 days of either delivery of the goods or when you should have become aware of facts which might give rise to a claim.

11 WARRANTY

- 11.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to goods and services except where expressly stated in this contract.
- 11.2 We will pass on to you the benefit of any warranty given by our suppliers or a third party such as the manufacturer in respect of materials.
- 11.3 Warranty does not cover the freight and packing costs when goods are transported for repair.
- 11.4 Damages due to abnormal use as determined by manufacturer or normal wearing are not covered by warranty. All claims expire if the products serial number is intentionally manipulated, erased or made illegible or if repairs and or adjustments have been carried out from unauthorised third parties.

12 CANCELLATION

- 12.1 We shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods to you if you fail to pay any money owing after the due date or if any of the following occur:
- 12.1.1 You commit an act of bankruptcy; or
- 12.1.2 You receive notice of any winding up proceedings against you; or
- 12.1.3 You are put into receivership; or
- 12.1.4 You receive notification that any other person intends to put you into receivership; or
- 12.1.5 You appoint a liquidator by directors' / shareholders' resolution or a liquidator is appointed.
- 12.1.6 Any cancellation or suspension under clause 13.1 of this agreement shall not affect our claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or your obligations to us under this contract.
- 12.2 If you cancel an order less than thirty (30) days prior to scheduled shipment then you may be subject to a restocking fee of up to 20% of the affected product(s) list price.

13 CHANGES

- 13.1 We reserve the right to make product and design changes in equipment ordered which will not adversely affect form, fit or function requirements. All changes requested by you in the process or designs of equipment are subject to written approval by us.

14 MISCELLANEOUS

- 14.1 You shall not assign all or any of its rights or obligations under this contract without our written consent.
- 14.2 We shall not be liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- 14.3 Failure by us to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.
- 14.4 The law of Australia shall apply to this contract except to the extent expressly negated or varied by this contract.
- 14.5 Where the terms of this contract are at variance with the order or instruction from you, this contract shall prevail.
- 14.6 If you are a company or trust, the director(s) or trustee(s) signing this contract jointly and severally guarantee to us the payment of the balance of your credit facility from time to time, and the payment of any and all other monies now or hereafter owed by you to us. Any personal guarantee made by any party shall not exclude you in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.
- 14.7 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.