

JM Engineering Pty Ltd
General Terms and Conditions of Sale

ABN: 82 097 115 958

Goods and services are sold by JM Engineering Pty. Ltd. subject to the following general terms and conditions of sale unless otherwise agreed in writing between JM Engineering Pty. Ltd. and the Purchaser.

1.0 DEFINITIONS

- 1.1 SELLER:** Shall mean JM Engineering Pty Ltd.
- 1.2 PURCHASER:** Shall mean the company, firm or person/s to whom the quotation is addressed and/or its nominated representative(s).
- 1.3 MANUFACTURER:** Shall mean the organisation, company, firm or person/s whom are responsible for the manufacture of goods and carrying out of services. The Manufacturer shall be issued with appropriate drawings, specifications and documentation by the Designer in order to be able to manufacture the goods and/or supply the services to an acceptable quality.
- 1.4 DESIGNER:** Shall mean the company, firm or person(s) whom are responsible for the design of goods, including specifications, drawings and appropriate standards.
- 1.5 QUOTATION:** Shall mean the offer by the Seller to the Purchaser for the supply of equipment and/or services including drawings and documentation to which reference can be made to ascertain the rights and obligations of the parties under the said agreement. It is the responsibility of the Purchaser to determine if the offer is suitable for the intended purpose and accept or decline the offer based on this decision.
- 1.6 GOODS:** Shall mean the goods and/or services, equipment, material including drawings, documentation, intellectual property and advice supplied or intended to be supplied by the Seller to the Purchaser.

2.0 GENERAL

- 2.1** This document forms part of any quotation or contract to which it may be attached and any goods supplied by the Company will be according to these terms.
- 2.2** If there is any inconsistency between the provisions of any quotation and these General Terms and Conditions of Sale, the former shall apply to the extent of the inconsistency.

3.0 VALIDITY

The validity period of quotation is thirty (30) days unless otherwise agreed to in writing.

4.0 PRICES

- 4.1** Should there be a variance between the quantity of goods offered and the quantity purchased, the Seller reserves the right to adjust the pricing accordingly.
- 4.2** Prices are subject to variation due to foreign exchange fluctuations at the expense of the Purchaser.
- 4.3** Prices are subject to variation commensurate with any rise and fall in the cost of labour, material and any additional costs which may be incurred to conform to statutory obligations which change after the date of quotation.
- 4.4** The Purchaser must notify the Seller of any variations or suspensions of work in writing. These variations and/or

suspensions may be accepted or rejected at the sole discrepancy of the Seller.

- 4.4** In the event of variation or suspension of work due to Purchasers' instruction, the contract price shall be adjusted to cover any additional cost incurred before the acceptance of the variation or suspension.
- 4.5** Goods and services tax, import tax, sales tax, stamp duty or any tax, levy or the like imposed on either the manufacture, import, sales or distribution of the goods is excluded from the price and if applicable, shall be to the Purchasers' account.

5.0 TERMS OF PAYMENT

- 5.1** Payment in full shall be made within thirty (30) days of the date of invoice unless otherwise noted or agreed upon in writing by the Seller.
- 5.2** In the event that the Purchaser fails to make payment by the due date, the Seller shall have the right, without prejudice to any of its other rights and remedies, to charge interest on the overdue amount at the rate of 2% per annum in excess of the Company interest rate (prescribed by the Commonwealth Bank of Australia lending rate for overdrafts) and calculated from the date that payment was due to the actual date of full and final payment. Any payment subsequently made by the Purchaser shall be applied firstly against the accrued interest and then in reduction of the outstanding purchase price.

6.0 DESIGN RESPONSIBILITY

- 6.1** The Designer is responsible for correctly specifying the parameters of the goods to the Manufacturer. This may include all information required to manufacture the goods to the required quality. Responsibility for failure of the product to perform appropriately as a result of design flaws shall lie with the Designer.
- 6.2** The manufacturer shall supply the goods and/or services according to the parameters outlined by the Designer. Responsibility for failure to perform appropriately as a result of manufacturing errors shall lie with the manufacturer.

7.0 DRAWINGS, DIMENSIONS AND SPECIFICATIONS

- 7.1** All descriptive specifications, drawings, dimensions and weights submitted with or part of a quotation are approximate only. These are intended to present a general idea of the equipment described therein and shall not form part of the contract. After acceptance of the offer, certified general arrangement drawings will be supplied as required.
- 7.2** All descriptive specifications, drawings and documents submitted with or as part of a quotation or the quotation process remain sole property of the Seller until, if the drawings, specifications and documents form part or all of the Goods, payment is received in full by the Seller.

8.0 PACKING

8.1 Unless otherwise detailed in our offer, packing in accordance with our standard practice is included.

9.0 DELIVERY

9.1 All quoted delivery or consignment dates are estimates only and are not to be construed as a fixed and firm date or time.

9.2 The Seller shall not be liable to the Purchaser by reason of delays in delivery or consignment.

9.3 Where damage in the course of delivery is the Seller's responsibility, the Seller shall at its sole discretion repair or replace, the damaged goods, providing the Seller is notified within three (3) days of receipt of delivery.

9.4 Any claims for shortages in the delivered quantity shall be notified to the Seller within three (3) days of receipt of such delivery.

9.5 The Seller reserves the right to make partial deliveries of any goods subject to a contract and to invoice such deliveries separately.

9.6 The Purchaser shall at his own expense, unless otherwise agreed upon, provide for or arrange for:

(a) the collection of the goods from the Seller's premises and the delivery of the goods to the Purchaser, and

(b) the insurance of the goods from the time of collection of the goods from the Seller's premises or nominated location by the Purchaser or its agent.

9.7 If the Purchaser requests the Company to arrange transportation of the goods to the Purchaser and insurance of the goods while in transit against such risks as the Seller considers appropriate, the cost of such transportation and insurance shall be solely for the Purchaser's account and shall be payable to the Company with payment for the goods.

10.0 STORAGE

10.1 Should the Seller not receive forwarding instructions within fourteen (14) days of notification of readiness for dispatch the Purchaser shall be deemed to have taken delivery of the goods and from such date, the Purchaser shall be liable for storage and any associated charges.

11.0 RISK AND TITLE TO PRODUCT

11.1 All products shall be at the Purchaser's risk immediately upon delivery to the contractual point of delivery or within fourteen (14) days of notification to the Purchaser that the products are ready for dispatch, whichever is the sooner.

11.2 Notwithstanding the foregoing, the Seller shall retain title to all goods supplied by it to the Purchaser until it has received payment in full of all sums due in connection with the supply. In the case of payment by cheque, bill of exchange or note, title shall not pass to the Purchaser until same is honoured.

12.0 CANCELLATION AND VARIATION OF ORDER AND RETURN OF GOODS

12.1 A request for cancellation or alteration of any order by the Purchaser must be notified in writing and agreed to by the Seller. If the Seller agrees to accept the cancellation or variation of an order, in its sole and absolute discretion, it may require the

Purchaser to pay cancellation or variation fees which will reimburse the Company for any costs incurred up until the date of cancellation or costs incurred due to a change in scope of supply.

12.2 Any goods to be returned will only be accepted by our store after prior notification by the Purchaser of the desire to return the goods and the acceptance by the Seller to receive the goods.

13.0 WARRANTY

13.1 The Seller warrants to the Purchaser that, subject to proper handling, storage, installation and commissioning which will be according to the Seller's instructions, the product will be free from defect caused by labour and/or faulty materials used in construction for a period of one (1) year from date of invoice or as agreed in writing.

13.2 Any warranty offered by the Seller will not extend to goods and/or services or supplied by the Purchaser.

13.3 Only after prior notification to the Seller, defective goods must be returned freight paid to the Seller's store or nominated Service Representative, where at the sole discretion of the Seller, the goods will be repaired, replaced or refunded.

13.4 These terms do not include costs associated with the removal, reinstallation, freight or any costs either directly or indirectly consequential to the failure of the good.

14.0 LEGAL CONSTRUCTION

14.1 Except as may be otherwise agreed in writing between the Seller and the Purchaser, these terms and conditions shall be governed by and construed in accordance with the laws of and applicable to the state of New South Wales and the parties hereby submit to non-exclusive jurisdiction of the courts of the State in respect to such matters.