

## CONDITIONS OF QUOTATION AND SALE

All quotations are made subject only to these conditions of sale. Unless expressly agreed in writing by SENSMAR PTY LIMITED (the "Seller") no qualifications or variation of these conditions will have any effect.

### 1. QUOTATIONS

All quotations given by the Seller shall be made in writing. Any oral statement of price for the supply of goods by the Seller made at any time shall be an invitation to treat only.

Unless previously withdrawn or otherwise stated orally or in writing, every quotation given by the Seller is open for acceptance within thirty (30) days from its date and these may be treated as separate orders.

Packing, carriage, insurance and taxes (see Goods and Services Tax) are additional unless otherwise stated in writing on the quotation.

### 2. ACCEPTANCE AND DISPATCH

Orders made pursuant to any quotation given by the Seller shall be made in writing. However, the Seller reserves the right to accept verbal or electronically transmitted orders and the buyer shall be responsible for the consequences of any duplication. Dispatch is F.O.T our Sydney Factory.

### 3. EXCHANGE RATE

When the goods are to be imported or paid for after the date of the quotation. The quotation is based on NAB Bank TT exchange rates ruling at the date of quotation. Any variation in exchange rates between quotation and invoice dates greater than  $\pm 3\%$  will be to the buyer's account.

### 4. GOODS AND SERVICE TAX

Goods and Services Tax is not included in the price quoted. All goods are sold subject to payment of Goods and Services Tax at the rate applicable at the date of invoice. Any variation in the rate of Goods and Services Tax is to the buyers account. Exports are tax free.

### 5. PAYMENT

Unless otherwise quoted by the Seller in writing the price shall be due and payable fourteen (14) days after the date of invoice. Unless otherwise stated in writing by the seller. Late payment will be charged interest at a rate of 2% per thirty (30) days, accruing daily.

### 6. TITLE

The property in goods sold shall not pass from the Seller until the payment in full to the Seller pursuant to every order for the supply of goods by the buyer. Until such payment in full is made the buyer shall keep the goods for and on behalf of the Seller in its capacity as a fiduciary and subject to the terms hereof. The Seller authorises the buyer to sell the goods as its fiduciary agent for the account of the Seller only. The proceeds of sale are the property of the Seller and the buyer shall hold such proceeds for and on behalf for the Seller in a fiduciary capacity. The buyer shall pay such proceeds of sale into a separate account for and on behalf of the Seller and shall keep separate records as to the goods sold and as to the amount received. The buyer shall ensure that the goods are stored in such a way that they are clearly identifiable as the property of the Seller and are not intermingled with the property of the buyer or any other person. The buyer shall not in any way alter or treat the goods so as to change the quantity or nature in any way so that they cannot be distinguished until such time as full payment has been made as aforesaid. The buyer shall notify the Seller in writing of any intended sale of the buyer's business, which includes or purports to include the goods as part of the buyer's property. While the Seller retains full legal and equitable title in the goods the buyer shall not bail, pledge, mortgage, charge, grant a lien over, lease or assign the goods or by any other way of security. The only sales permitted are those pursuant to the provisions hereof. Should the goods not be paid for in full in accordance with the terms referred to in item 5 of these conditions, the Seller, its agents, employees and subcontractors have the right to enter upon the premises of the buyer and to take possession of the goods. The risk in the goods shall pass to the buyer immediately upon delivery.

### 7. WARRANTY

The Seller warrants that the goods supplied shall be free from defects in workmanship and materials for a period of twelve (12) months from the date of the invoice. The Seller's liability pursuant to this warranty shall be to repair or replace free of charge any of the goods or parts thereof which to the Seller's satisfaction are found to be defective. This warranty shall be subject to: -

- i. Written notice of the defect being provided to the Seller within the said period of twelve (12) months.
- ii. All delivery costs in relation to the repair or replacement of the goods or any parts thereof being to the buyer's account.
- iii. The goods not being subject to misuse, abuse, neglect and having been used at all times for the purpose for which they were designed.
- iv. Goods or parts of goods not manufactured by the Seller are warranted to the extent of the Seller's supplies warranties.

Where the goods are sold to the buyer who is a "consumer" within the definition of that term in the Trade Practices Act, the liability of the Seller for a breach of a condition or warranty implied pursuant to the provisions of part 5 division 2 of the trade Practices Act, other than pursuant to section 69 thereof, shall be limited to any one of the following to be selected by the Seller at its discretion: -

- a. The replacement of the goods by the supply of equivalent goods, or
- b. The payment of the cost of replacing the goods or acquiring equivalent goods, the repair of the goods, or the payment of the costs of having the goods repaired.

The buyer acknowledges the fairness and reasonableness of this term and that the Seller relies on it.

### 8. NON EXCLUSION

Nothing contained in these terms and conditions shall exclude or modify the application of any condition, warranty or liability which is imposed by the provisions of any relevant legislation to the extent to which any such conditions, warranties or liabilities cannot lawfully be excluded. The express warranty contained in clause 7 is in addition to any applicable conditions warranties and liabilities which are implied into this agreement under any applicable law but is in place of all other express or implied warranties whether imposed, included or implied by statute or otherwise, all of which are hereby excluded subject to provisions of this clause.

### 9. DELIVERY

The Seller will use reasonable endeavours to complete the buyer's order within the period specified in the quotation, or if no period is specified in the quotation, within a reasonable time. However, the Seller shall not be liable for any consequential loss for failure to deliver the goods within the provisions of this clause, unless otherwise stated in writing by the seller.

### 10. FORCE MAJEURE

The Seller will not be liable in respect of any failure to deliver or delay in delivering the goods attributable to any cause outside the Seller's control.

### 11. DAMAGE OR LOSS IN TRANSIT

Any claim for loss or damage in transit where the seller is providing insurance cover must be made in writing to the Seller within five (5) days of delivery. If the Buyer or an Agent of the Buyer collects the good from the Seller, no damage or loss claim is applicable.

### 12. IMPROVEMENTS AND ALTERATIONS

The Seller reserves the right, without giving previous notice to the buyer, to carry out from time to time alterations and improvements in design or methods of manufacture and such changes shall not affect the contract.

### 13. PROPER LAW

The proper law relating to the supply of the goods is the law of the state of New South Wales and the Seller and the buyer agree to submit to the jurisdiction of the Courts of that State.