

Standard Terms and Conditions of Sale

- a. Acceptance of a Quotation or purchases made from Price List items constitutes acceptance of these conditions.
- b. This Quotation is offered on the bases of "E&OE" (errors and omissions excepted)
- c. It is the sole responsibility of the Customer to confirm the suitability of the products and services for their intended purpose.
- d. Email is confirmed as acceptable form of notice in writing
- e. The Agreement is governed by and must be interpreted in accordance with the laws of Australia
- f. Where permissible, any disputes will be settled in Alternative Dispute Resolution or Arbitration provided by the Queensland Department of Justice and Attorney General Dispute Resolution Centre.

Definition, where the context permits:

Agreement means the agreement between the Vendor and the Customer for the supply of Goods by the Vendor to the Customer and shall be constituted by these Terms and if any, the Vendor's quotation and Credit Arrangement
Contract means the contract for the sale and purchase of the Goods as provided in clause 3.

Credit Arrangement means the credit terms available to the Customer pursuant to an application by the Customer for the provision of Goods on credit submitted to the Vendor and accepted in writing by the Vendor.

Customer means the person with whom the Vendor has agreed to supply Goods pursuant to the Agreement.

Goods means the goods and services agreed to be supplied by the Vendor and purchased by the Customer pursuant to the Agreement.

Terms means these general terms and conditions of sale and any further or other conditions of sale amending or adding to those conditions as agreed in writing by the Vendor.

Vendor means Measurement Science

Quotations, Price List Items and Purchase Orders

- 1 Quotations from the Vendor are valid for a period of thirty (30) days from the date of issue or otherwise specified in the quotation. Price List items may be updated at any point in time and apply from that point forward. Price list items and/or a quotation from the Vendor are not an offer to sell.
- 2 Where a quotation includes calculations such as power supply endurance or charging performance, communications costs, installation time, foundation requirements etc, all this information is for example purposes only and must be verified by the end user based on site specific information. No guarantee or warranty is provided for these calculations
- 3 The Customer must place with the Vendor a written purchase order setting out an order number, the Vendor's quotation number (if applicable), full description of the Goods to be purchased, the delivery point and any other information required by the Vendor. The purchase order may be accepted or rejected by Vendor.
- 4 A Contract shall be formed by and upon the Vendor accepting the purchase order from the Customer and issuing an Order Confirmation. Each Contract shall be governed by the Agreement.
- 5 The Agreement shall take precedence over any other oral or written representations, agreements, arrangements or understandings relating to the Goods and any matters in connection therewith.
- 6 Any conditions or terms of purchase submitted by the Customer deviating from or inconsistent with the Agreement will not bind the

Vendor notwithstanding any statement by the Customer in its purchase order that its terms and conditions prevail over the Agreement.

- 7 The Vendor may at its discretion, as a condition of acceptance of a purchase order require the Customer to provide to the Vendor cash deposit, bank guarantee or enter into a Credit Arrangement prior to delivery of the Goods.

Payment of purchase price

- 8 Purchase orders are accepted by the Vendor subject to the condition that the Customer shall pay promptly the purchase price for the Goods as of the date the order is accepted by the Vendor, or as otherwise quoted by the Vendor in writing.
- 9 The purchase price, unless otherwise expressly stated, does not include any delivery charges, packaging, freight, assembly costs, installation costs, costs and charges of third party suppliers such as electricians, insurance or any statutory sales, excise, GST, goods and services, or other taxes, duties or imposts, all of which may be added to the purchase price or otherwise will be paid by the Customer or reimbursed by the Customer to the Vendor, as the Vendor may elect. If GST is payable on a supply, the Customer must also pay to the Vendor an additional amount equal to the GST payable. This clause does not apply to the extent that the purchase price is expressly stated to be GST inclusive.
- 10 Payment of the purchase price must be made in advance for customers without a Credit Arrangement or in full within 30 days after the date of the invoice for customers with a Credit Arrangement. If the Customer does not pay to the Vendor all money by the due date for payment, the Vendor may require the Customer to pay demand interest at twelve percent (12%) per annum calculated from the due date on daily balances of amounts unpaid.

Cancellation of orders

- 11 Purchase orders may not be altered or cancelled without the written consent of the Vendor. If the Vendor agrees to alter or cancel the purchase order, the Customer will indemnify the Vendor against any loss, damage and expense incurred by the Vendor in relation to the cancellation or alteration of that purchase order including the cost of return freight, return shipping to factory of origin, items purchased from third parties for inclusion in the Goods and all labour and engineering costs incurred by the Vendor in the execution or part execution of the Goods and including compensation payable to any supplier of the Vendor and loss of profit.

Return of Goods and credits

- 12 The Customer is deemed to have accepted the Goods unless it has made a claim of non-conformance within 5 days from the delivery of goods.
- 13 Subject to a return authorisation and return authorisation number obtained from the Vendor, at the Vendor's discretion, the following Goods may be accepted for return by the Customer:
 - (a) Goods alleged to be defective in material and/or workmanship
 - (b) Incorrect type or quantity of Goods provided the Customer is within the time limit set out in clause 15 of these Terms.
- 14 Freight charges to the Vendor's warehouse must be prepaid by the Customer at its expense.
- 15 Goods returned by the Customer for other than warranty purposes shall be subject to a restocking charge of twenty-five percent (25%) of the relevant price for the Goods. If the Goods are received by the Vendor in a condition which the Vendor reasonably believes will affect the price or ability to resell, then additional restocking charges may be

levied or a credit may be denied. Goods purchased by the Vendor from 3rd parties are not able to be restocked and will be denied.

Delivery and Storage

- 16 All quoted delivery or consignment dates are estimates only. The Vendor is not obliged to meet such dates and will not be liable to the Customer by reason of delays caused by any reason whatsoever.
- 17 The Vendor is deemed to have delivered the Goods when the Goods are made available to the Customer for physical collection by or on behalf of the Customer at the Customer's nominated delivery point ("Delivery"). Any unloading or loading shall be the Customer's responsibility, unless otherwise agreed in writing by the Vendor.
- 18 The Vendor may deliver the Goods by instalments and issue interim invoices to the Customer.
- 19 Failure by the Customer to pay any instalment, or any other amount when due, will entitle the Vendor to withhold or delay delivery of any remaining Goods ordered.

Title and risk

- 20 Title to the Goods shall remain with the Vendor until all monies owing to the Vendor by the Customer has been paid in full
- 26 Until such time that the Customer has paid in full all monies owing to the Vendor, the Customer shall indemnify the Vendor against any claim arising out of the possession, use or disposal of the Goods by the Customer or repossession or attempted repossession by the Vendor.
- 27 If a payment is not made in accordance with the invoice then the Vendor may at any time, without notice to the Customer:
 - (a) terminate this Agreement and the Contract; and/or
 - (b) suspend some or all its obligations under any Contract with the Customer; and/or
 - (c) seek legal remedies
- 28 The risk in the Goods passes to the Customer at the time of Delivery.

Limitation of liability for Goods

- 31 To the maximum extent permitted by law, the Vendor makes no warranties or representations to the Customer except to the extent set out in the Agreement.
- 32 The Vendor warrants the relevant Goods to be free from defects in workmanship and materials under normal use and service for the period commencing from the Delivery as set out in "Warranty Period" above. This warranty does not cover costs of recovery of the Goods from the site or damage, fault, failure or malfunction due to external causes including accident, abuse, misuse, mechanical or electrical overload, abrasion, corrosion, incorrect installation by the Customer or a third party, failure to perform required preventative maintenance or normal wear and tear.
- 33 During the Warranty Period the Customer's sole remedy with respect to breach of warranties set out in clause 32 will be repair or replacement by the Vendor (as the Vendor may elect) of any such defective Goods at the Vendor's expense. The replacement or repaired Goods shall be covered by the unexpired portion of the Warranty Period in respect of the original Goods
- 34 For equipment forming part of the Goods which is not manufactured by the Vendor, the original manufacturer's warranty will apply. The Vendor's liability for such equipment shall not exceed the liability of the original manufacturer. Customers are to note that this date may be significantly earlier than the Customer delivery date.
- 36 To the maximum extent permitted by law the Vendor's total liability under each Contract (whether that liability arises under contract, tort, equity, statute or otherwise) for any loss, damage or expense arising out of or in connection with its performance of the Contract, shall be limited to the purchase price paid by the Customer to the Vendor for the Goods covered by that Contract and in no event shall the Vendor be liable for loss (whether direct or indirect) of profits, opportunity, revenue, goodwill, use, production, contracts, business or anticipated savings, corruption or destruction of data or for any special or consequential loss or damage whatsoever. The liability of the Vendor under the Agreement will be reduced by the amount of any

contributory loss and/or damage to the extent caused by the act and/or omission of the Customer.

Proprietary Information

- 37 The Customer acknowledges that all Proprietary Information and all right title and interest therein are the sole property of or licensed by the Vendor and the Customer shall gain no rights, title or interest in the Proprietary Information whatsoever. The Customer specifically acknowledges the Vendor's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based thereon whether developed, supplied, installed or paid for by or on behalf of the Customer or any buyer of the Customer or otherwise. The Vendor will seek damages for any losses or damages related to a breach of this Agreement

Compliance

- 43 The Customer must at its sole cost apply for and maintain during the term of the Agreement all necessary licences, permits and other consents or approval required by any relevant authority in the delivery country and Customer territory relevant to the sale and installation of the Goods and if the Goods are installed by the Customer, they shall be installed in strict compliance with any applicable or appropriate standard and/or regulation in the territory.

Termination

- 45 The Vendor may terminate this Agreement and the Contract at any time without cause on giving one (1) months' notice in writing to the Customer.

Miscellaneous

- 46 The fact that the Vendor fails to do, or delays in doing, something it is entitled to do under the Agreement, does not amount to a waiver of its right to do it. Any waiver must be agreed in writing by the Vendor.
- 47 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms, but the rest of the Agreement is not affected.
- 48 The Vendor shall not be liable for any failure to fulfil or any delay in fulfilling any obligation arising from the Agreement if the failure or delay has been caused directly or indirectly by any act of God, war or other civil commotion, terrorism, strikes, lockouts, stoppages and restraints of labour, breakdown of machinery, inability to obtain raw materials or fuel, fire or explosion, any government action or any other cause beyond the reasonable control of the Vendor and not a consequence of the Vendor's negligence.
- 55 Each person signing the Agreement as an authorised officer, agent or attorney of any party by so doing warrants to the other party that, as at the date of signing, he or she has full authority to execute the Agreement on behalf of that party.