

TECO AUSTRALIA PTY LTD GENERAL TERMS AND CONDITIONS OF SALE
Electric Motor Division

Goods and services are sold and supplied by Teco Australia Pty Ltd subject to the following general terms and conditions of sale unless otherwise agreed in writing between Teco Australia Pty Ltd and the purchaser.

1.0 DEFINITIONS:

- 1.1 **COMPANY:** Shall mean Teco Australia Pty Ltd.
- 1.2 **PURCHASER:** Shall mean the Company, firm or person/s to whom the quotation is addressed.
- 1.3 **QUOTATION:** Shall mean the offer by the Company 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.
- 1.4 **GOODS:** Means the goods and/or services, equipment, material including drawings and documentation supplied by the Company 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 sixty (60) days unless otherwise agreed to in writing.

4.0 PRICES:

- 4.1 Unless otherwise stated, the quotation relates to the supply only of such goods as specified therein, subject to such goods being available at time of receipt of customers order.
- 4.2 Should there be a variance between the quantity of goods offered and the quantity purchased, the Company reserves the right to adjust the pricing accordingly.
- 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 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.
- 4.5 Sales tax 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 customer's account.

5.0 TERMS OF PAYMENT:

- 5.1 Unless otherwise agreed to, payment in full shall be made within thirty (30) days of the date of invoice.
- 5.2 In the event that the Purchaser fails to make payment by the due date, the Company 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 interest rate (prescribed by the Westpac indicator lending rate for overdrafts less than \$100,000) 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 Unless the Company has been specifically advised in writing, it has no knowledge of the use to which the goods are applied. Therefore the Company shall not be liable if the goods are unsuitable for the Purchaser's intended purpose.

7.0 PERFORMANCE:

- 7.1 Any performance figures provided by the Company are based on our experience and expectation of what can be achieved on test. The Company shall be under no liability for consequential damages should the goods supplied fail to attain such performance figures unless such performance figures have been guaranteed in writing, within specified "tolerances".
- 7.2 In the event of the equipment being defective or failing to meet the terms of the guarantee, reasonable time, opportunity and facilities to remedy the defect or to comply with the terms of the guarantee shall be given to the Company.

8.0 TESTS:

- 8.1 Completed goods are subject to physical inspection and works standard routine testing which are included in the price, special and/or witnessed tests will be charged to the Purchaser and will extend the delivery period. Witnessed tests will proceed after seven (7) days notice and be deemed to have taken place in the Purchaser's (or his nominated representative's) presence, whether in fact he is present or not.

9.0 DRAWINGS AND DIMENSIONS:

9.1 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 outline drawings will be supplied as required.

10.0 PACKING:

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

11.0 DELIVERY:

- 11.1 All quoted delivery or consignment dates are estimates only and are not to be construed as a fixed and firm date or time.
- 11.2 The Company shall not be liable to the Purchaser by reason of delays in delivery or consignment.
- 11.3 Where damage in the course of delivery is the Company's responsibility, the Company shall at its sole discretion repair or replace free of charge, the damaged goods, providing the Company is notified within three (3) days of receipt of delivery.
- 11.4 Any claims for shortages in the delivered quantity shall be notified to the Company within three (3) days of receipt of such delivery.
- 11.5 The Company reserves the right to make partial deliveries of any goods subject to a contract and to invoice such deliveries separately.
- 11.6 The Purchaser shall at his own expense provide for or arrange for (a) the collection of the goods from the Company'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 Company's premises by the Purchaser or its agent.
- 11.7 If notwithstanding Clause 6 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 Company 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.

12.0 STORAGE:

12.1 Should the Company 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.

13.0 RISK AND TITLE TO PRODUCT:

- 13.1 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.
- 13.2 Notwithstanding the foregoing, the Company 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.

14.0 CANCELLATION OF ORDERS AND RETURN OF GOODS:

- 14.1 A request for cancellation of any order by the Purchaser must be notified in writing and agreed to by the Company. If the Company agrees to accept the cancellation of an order, in its sole and absolute discretion, it may require the buyer to pay cancellation fee which will reimburse the Company for any costs incurred.
- 14.2 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 Company to receive the goods.

15.0 WARRANTY:

- 15.1 The Company warrants to the Purchaser that, subject to proper handling, storage, installation and commissioning which will be according to the Company'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.
- 15.2 Only after prior notification to the Company, defective goods must be returned freight paid to the Company's store or nominated Service Representative, where at the sole discretion of the Company, the goods will be repaired, replaced or refunded.
- 15.3 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.

16.0 LEGAL CONSTRUCTION:

16.1 Except as may be otherwise agreed in writing between the Company 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.