

WARRANTY STATEMENT

1 GENERAL - These Conditions of Sale apply to the sale of items and equipment included in the current issue of our price list or, where a quotation is made, they shall form part of that quotation. No variation or cancellation of any of these Conditions of Sale shall be binding on us unless assented to by us in writing.

2 PRECEDENCE - In the event of conflict between these conditions and those which may be included in, or implied by, any document forming part of any enquiry, specification, order or contract, then these conditions shall prevail except in as far as they are expressly varied by us in writing or otherwise by law.

3 VALIDITY - Quotations are, prior to receipt of acceptance, subject to change or withdrawal at any time by us in writing. Unless otherwise advised by us in writing the quotation shall not be valid after 30 days from date thereof.

4 ACCEPTANCE - The quotation is not to be construed as an offer or obligation to sell and we reserve the right, at our option, to accept or reject any orders received.

5 EXTENT - The quotation includes only such goods as are specified therein. Goods offered ex stock are subject to prior sale and delivery time quoted is an estimate only.

6 INFORMATION AND DRAWINGS - All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by us or otherwise or contained in our catalogues, price lists and other advertising matter are approximate only and are intended to be by way of a general description of the goods and shall not form part of the contract unless certified by us in writing, in which case they shall be subject to recognised tolerances.

7 PACKING - Unless stated otherwise in the quotation the price quoted includes packing in accordance with our standard practice. Any other packing requested by you or deemed necessary by us will be charged for in addition to the price quoted.

8 DELIVERY - Any delivery or completion date or times stated are estimates only and we shall not be held liable for any consequences whatsoever for any delay to such times where applicable delivery will be made in accordance with a written delivery schedule mutually agreed with you at the time of placing the order. Unless amendments to the delivery schedule are given by you in sufficient time to alter the production programme and such amendments have been agreed to by us in writing, we reserve the right to continue to deliver according to schedule. If you are unable to accept deliveries on site we further reserve the right to deliver to your store. In such event, delivery to store will be deemed delivery on site and payment will be due accordingly. All charges relating to storage, insurance and subsequent delivery to the site will be directed to your account. Where prices have been quoted "FIS" delivery is to ground floor level. In the event of any happening in consequence of which we cannot effect delivery by the agreed time, we shall be entitled to suspend delivery or extend the delivery time of the goods for the period during which such cause of delay operates and, in the event of such suspension of extension, we shall not be liable for any damages whatsoever. We reserve the right to refuse to deliver any goods under this contract if you have any monies outstanding beyond the date due for payment on any account with us.

9 PRICES - The prices charged shall be our prices ruling at the date of dispatch. The price quoted is based upon the quantities referred to in the quotation. Should there be any variation in the total quantity of goods ordered from that quoted, we reserve the right to amend the price quoted.

10 STORAGE - If delivery is delayed for any reason beyond our reasonable control for a period of 14 days after the date on which you are notified that the contract goods or any completed items forming part thereof are ready for delivery, the risk of such goods shall forthwith pass to you and we shall be entitled to present invoices to you for payment in accordance with Clause 14. We may at our option arrange suitable storage of such goods at our premises or elsewhere and all costs of or incidentals to such storage shall be borne by you. You shall, on demand, pay to us all costs of storage, insurance, demurrage, handling and other charges incidental to such storage.

11 DAMAGE OR LOSS IN TRANSIT - Where carriage is our responsibility we shall repair or at our option replace free of charge contract goods lost or damaged in transit to the contractual point of delivery provided we are given written notice of such loss or damage within three days of delivery or expected delivery, or within such times as will enable us to comply with the carrier's conditions of carriage as affecting loss or damage in transit.

12 PROPERTY AND RISK - Notwithstanding that the goods shall in whole or in part be at your risk, the property in the goods shall remain with us until they have been paid for by you. Where carriage is our responsibility, our obligation shall be subject to the provision of Clause 8.

13 SALES TAX AND GOVERNMENT IMPOSTS - The prices quoted are exclusive of sales tax or other Government imposts and any such charges will be to your account.

14 TERMS OF PAYMENT - Unless otherwise stated in the quotation or agreed to in writing, all prices quoted are strictly nett and payment in full shall be made 30 days from the date of invoice. We reserve the right to deliver and invoice any item or items comprising the whole or part of any order or to proceed in accordance with Clause 8 hereof prior to any delivery time quoted by us. The extension of credit shall be at our absolute discretion. Should you delay in respect of any payment due to us then we shall have the right in addition to all other rights to which we are entitled at law to charge interest on the overdue amount at such rate plus 1% as shall be charged to us by our bankers or overdraft accommodation and calculated from the date of invoice to the actual date of full and final payment. Payment will be credited first against interest accrued.

15 WARRANTY - We will make good by repair or at our option by the supply of a replacement, defects which under proper use appear in the goods within a period of five (5) calendar years after the goods have been despatched and arise solely from faulty design, workmanship or materials supplied by us, PROVIDED always that the defective parts are returned by you free to our Works unless otherwise arranged. The repaired or new parts will be delivered by us free of charge to the point at which delivery was originally specified for the contract goods. Our warranty will not apply to any defect which arises by excessive wear, misuse, unauthorised tampering, neglect, accident or incorrect installation including connection to wrong power supply. Except as specifically provided in these conditions of sale there are no other conditions or warranties expressed or implied provided however that nothing in the condition shall restrict, exclude or modify any condition or warranty implied by any legislation which both implies conditions or warranties and provides that such conditions or warranties may not be excluded where and to the extent that such legislation is applicable.

16 LIABILITY OF SUPPLIER - Notwithstanding any other provisions of this contract we shall not be liable for any loss of profit or of contract howsoever arising nor shall we be under any liability whether in contract, tort or otherwise nor for any injury, damage or loss save as expressly provided in the contract.

17 LEGAL CONSTRUCTION - Except as may be otherwise agreed by us, the contract shall be governed by the laws of the State or Territory in which we accept your order.

18 DETERMINATION OF CONTRACT - If you breach any of these conditions or other parts of the contract or if any execution shall be levied on your property or if you shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or proceedings in bankruptcy are commenced against you, or if you are a corporation any resolution or petition to wind up is passed or presented (other than for purposes of amalgamation or reconstruction) or if a receiver of the corporation is appointed, we shall have the right forthwith to determine the contract without prejudice to any claim or right which we may otherwise make or exercise.

19 VARIATION - An order may be varied only if such variation is accepted by us in writing and any variation or cancellation by you (whether or not it has been agreed to by us) may only occur on terms which will provide for us to be indemnified by you against any loss or damage.

20 INSOLVENCY - If you become insolvent or bankrupt then we may terminate the contract without prejudice to any other rights we may have. "Bankruptcy" shall include winding up of a corporation, placement under official management, appointment of a receiver or manager, filing or having filed against you a petition in bankruptcy, service against you of a bankruptcy notice, or execution of a Deed of Assignment or Deed of Arrangement.