

## TERMS AND CONDITIONS OF TRADE Version RB25-11

These Terms and Conditions shall be read and construed as forming part of all Quotations given, orders accepted, and Contracts and Agreements entered into by Rydell Beltech Pty Ltd ("the Company") on the one hand and the Customer on the other hand. The Customer is the party accepting the Company's quotation in respect of the sale and / or installation all the Goods supplied by the Company.

- The Customer agrees that any quotation given by the Company to the Customer whether such quotation is made orally or in written form, is based on the then current cost of materials and wage levels and that the purchase price of goods and services ordered by the Customer to be supplied by the Company will be increased or decreased as the case may be to reflect any variation in the cost of materials or in wage levels or margins.
- Any Quotation provided by the Company to the Customer may be withdrawn by the Company at any time prior to receiving the Customer's acceptance thereof. The Customer agrees that the Company shall not be bound to provide the goods or services quoted, unless the Customer or the Customer's duly authorized representative has confirmed and accepted the order made. Any orders made by the customer shall not be cancelled without the Company's prior consent.
- The Company will use reasonable endeavours to have the goods available or deliver the goods to the Customer on or within the time specified by the Company to the Customer but failure to do so by reason of the inability of the Company to obtain supplies of the goods and/or parts or accessories from its usual sources or due to any strikes or lock outs or by reason of war, riots, civil commotion, fire, acts of God or any other cause whatsoever beyond the control of the Company shall not constitute a breach of contract, but the contract made herein between the Company and the Customer shall be deemed to be suspended with liberty to the Company at any time to cancel it or to renew it upon the cessation of the cause preventing delivery and installation of the goods. The Customer hereby agrees that the Company shall not be liable for any losses, damages and expenses whether direct or consequential which may be incurred by the Customer in respect of the failure by the Company to deliver or install the goods.
- The terms of payment of the price for the goods or services supplied shall be those hereinbefore set out or agreed to between the Company and the Customer and any indulgence granted by the Company to the Customer in respect thereof shall not be construed as a waiver by the Company of any of its rights in respect thereof. The Customer agrees to pay according to the Company terms of 30 days from end of invoice month, unless agreed to in writing. A default by the Customer in paying to the Company any of the amounts hereinbefore set out shall entitle the Company at its option to treat such default as a repudiation of the contract. Interest shall be payable by the Customer to the Company on any monies unpaid calculated from the date on which such monies should have been paid at the rate of twenty per centum (20%) per annum without demand by the Company therefore being necessary.
- The Customer shall in addition to the price quoted or paid or agreed to be paid by the customer, pay to the Company GST. For the purposes of this provision "GST" shall mean such amount as shall be required to be paid pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).
- Until the Customer has paid to the Company all monies owed in respect of the goods supplied to it by the Company, the legal and equitable title in those goods shall be deemed to be retained by the Company and the Customer shall merely be a bailee and fiduciary owner of those goods.
- The Customer is required to ensure that the goods are separately stored and identified in the Customers premises. The Customer as agent and fiduciary of the Company is however permitted to sell the goods to third parties in the normal course of trading provided that all monies received by the Customer there from (or so much thereof as equivalent to the amount then owed by the Customer to the Company) shall be held by the Customer in trust and in a separate bank account with properly maintained records for the benefit of and on behalf of the Company and paid to the Company in reduction of any debt owed by the Customer to the Company.
- If the Customer becomes insolvent, commences any act of insolvency or defaults in payment to the Company, the Company shall have the right to retake possession of the goods and to enter upon the Customers premises to retake possession of the goods.
- If the Customer uses mixes or transforms the goods, the Customer shall keep records so as to identify the goods so used mixed or transformed and so much of any payment from any third party in respect of any article or service containing the goods so used mixed or transformed as equates to the price of the goods supplied and so used mixed or transformed shall be held by the Customer in trust and in a separate bank account with properly maintained records for the benefit of and on behalf of the company and paid to the Company in reduction of any debt owed by the Customer to the Company when due. Nothing in this sub clause shall be construed or deemed to create a legal or equitable charge on the goods, any article or services contained in the goods so used mixed or transformed or the proceeds of sale thereof from any third party.
- Notwithstanding anything herein contained all risk in the goods passes to the Customer upon delivery to the Customer.
- Unless expressly stipulated time shall not be of the essence of the contract made between the Company and the Customer and the Company shall not be liable for any delay in completion of the contract so made.
- The Company undertakes to make good by repair or replacement any part manufactured by it which in its opinion has under proper and normal use failed due to defective materials or workmanship within three (3) months after delivery of such part to the Customer. The supply to the Customer of a defective part properly repaired or the replacement of such defective part shall constitute fulfilment by the Company of its obligations under this clause. The Company reserves the right to require the Customer to contribute to the repair or replacement cost of the part where the Customer has had substantial use of the part since delivery. The Company also reserves the right to call for the defective part to be returned to it with cartage therefore being paid by the Customer. Any defective part replaced under this warranty shall become the property of the Company.
- In relation to parts not manufactured but supplied by the Company, the Company will pass on to the Customer the benefit of any guarantee or warranty given by the manufacturer of such part insofar as the Company may be entitled to do so but otherwise shall not be liable for the repair or replacement of such part.
- The Company shall not be liable to repair any products or parts of products which may become damaged or which may fail to function properly as a result of the Customer using the products or parts of the products otherwise than for the use specified by the Company or arising out of the Customer not following the instructions of the Company for the use of the products.
- If any provision hereof is deemed by any Court of competent jurisdiction to be in breach of or an infringement upon any State or Commonwealth Act such provision shall to the extent of such breach or infringement be deemed to be void and severable from this contract and if capable of being read down shall be construed so as not to breach or infringe any such act.
- The Customer hereby agrees that the provisions of these Terms and Conditions have been read and understood by the Customer and that the Company has made no representations undertakings promises or warranties to the Customer with respect to the goods and/or services hereinbefore set out other than those contained herein.
- Any notice to be served upon the Customer shall be deemed to have been served at or sent by ordinary pre-paid post to the Customer's last known address and the Customer shall be deemed to have received such notice the next working day after such posting. In the interpretation of these presents the singular shall include the plural and vice versa The words importing any gender shall mean and include every other gender and the obligations and liabilities of the Customer (where the Customer is more than one person) shall bind each such person jointly and severally.