



TERMS AND CONDITIONS OF SALE

Unless agreed to in writing, all goods sold or offered for sale by Australume Pty. Limited are done so subject to the following conditions:

1. QUOTATIONS

Quotations given are valid for deliveries within 30 days from date of quotation. Orders placed within this period for delivery after the 30 days are subject to rise and fall adjustments. Refer 23/1 August 1989.

2. ACCEPTANCE

Any order or request to supply the goods shall be deemed in the absence of any agreement in writing to alter, waive or vary these condition to be an acceptance upon the terms and conditions herein set out, and subject to satisfactory arrangements being made with the Australume Credit Department.

3. CANCELLATION

Any orders cancelled either whole or in part will be subject to cancellation charges to be determined by Australume according to actual manufacturing progress of the goods the subject of this order.

4. DELIVERY

Every effort will be made to effect delivery in the time promised, However, late delivery or non-delivery due to circumstances beyond the Company's control shall not constitute a breach of contract by the Company and the Company shall not be liable for any loss or damage howsoever arising through such late delivery or non-delivery. The choice of carrier and method of transport remains with the Company, unless transport is paid for by the buyer.

5. SALES TAX AND IMPOSTS

a) Unless otherwise stated prices quoted do not include any Sales Tax duty or other impost which if applicable shall be payable by the purchaser at the current rate at time of delivery.

b) Sales Tax subject to variation will be charged at rate ruling at time of delivery.

6. INSURANCE

Australume will insure the goods against theft and/or damage from the time the goods leave the factory or warehouse of Australume to the time they first arrive at the place of delivery of the purchaser and to this extent only. Any claims against this provision must be made in writing within seven (7) days from delivery.

7. PRICES

Prices in Australume Trade Price Lists are subject to alteration without notice and are recommended only.

8. LIQUIDATED DAMAGES

Australume does not accept the imposition of liquidated damages as a condition of the purchaser's order.

9. PAYMENTS

Unless otherwise stated all prices are nett cash payable to Australume's office at Moorebank, New South Wales, within 30 days from date of invoice. All payments shall, in all cases, be allocated to the oldest account due for payment. Instalments or part delivery of goods shall be paid for separately and payments shall be made on or before the due date as stated above. A 1.5% per month account keeping fee with a minimum of \$2.00 per month will be charged on all accounts which are unpaid 30 days from the date of invoice.

10. PATENTS

In all cases where the design is provided by the customer the Company accepts no responsibility for infringement of letters patent, or any application for letters patent or registered design. The Company undertakes that no disclosures of design will be knowingly made to any other parties unless with the customer's expressed or implied consent. The customer by acceptance of this quotation agrees to hold the Company indemnified absolutely in respect of all or any liability which the Company but for this condition might incur in respect of any infringement of letters patent, or application for letters patent, or registered design, which might arise as a result of the customer's order.

11. LOCATION OF CONTRACT (LEGAL DOMICILE)

Any contract with the Company shall be deemed to have been executed and entered into in the State of New South Wales and the same shall be construed enforced and performed in accordance with the laws thereof and any proceeding shall be brought and heard in New South Wales.

12. OWNERSHIP

The company supplies goods on the condition that property of the goods does not pass until they have been paid for in full, but the goods are at the risk of the purchaser as soon as they have been delivered to or into the custody of the purchaser, or the purchaser's agent.

13. RETURNS

Goods which have been delivered to the purchaser will not be accepted for return by Australume except with the written consent of Australume and which consent after given shall be upon such terms and conditions as Australume may require.

14. CONSEQUENTIAL DAMAGE

Australume does not accept liability for any consequential or remote damage.

WARRANTY

The benefits conferred by the Warranty and otherwise in these conditions are in addition to all other rights and remedies available to the purchaser in respect of the goods under the Trade Practices Act and similar State and Territory laws.

Australume guarantees its manufactured products against defective material or workmanship for a period of 12 calendar months from the date of delivery to the purchaser.

Faulty goods claimed under this warranty provision must be returned to Australume with the warranty period and at the expense of the purchaser, whereupon Australume will at its option either repair or replace such faulty goods and return same to the purchaser.

Should any work be carried out on Australume products without its written consent then the warranty will be null and void.

Under no circumstances will Australume accept claims or charges for rectification work carried out on its products unless authorised in writing and by the placing of an official order. Australume reserves the right to use its own maintenance facilities to rectify such work.

Where this sale includes complete fitting or components not manufactured by Australume then the manufacturer's warranty will apply.

All warranties are subject to the equipment being used in a proper manner and within the stipulated mains voltage supply.

Australume Pty Ltd

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