

CORKE INSTRUMENT ENGINEERING (AUSTRALIA) PTY LTD

GENERAL TERMS AND CONDITIONS OF SUPPLY

Acceptance of Conditions

By placing an order, the customer and or purchaser hereby accepts the following Conditions of Sale, which may be varied only in writing by Corke Instrument Engineering (Australia) Pty. Ltd.

Note: Not all clause items will be applicable. Refer to services supplied as per section A and B

When service provision relates to Construction / Labour services note Section "A"

When service provision relates to Service/Sales note Section "B"

SECTION A

1 Taxation

In the event that at any time during the term of the contract any new or additional taxation is imposed which effects the cost of materials, services or labour associated with the works, or which may apply to the total invoiced costs, such increases shall be added to the contract sum.

2 Terms of Payment

Our standard Terms of Payment are as follows:

2.1 For installation works:

Monthly progress claims will be made and these will include:

All unfixed materials at site.

All materials and other equipment stored off site because of delays in construction or unavailability of site access.

All approved variation works in progress.

80% of all unapproved variations works in progress

In addition, initial progress claims will also include up to 10% of the contract value for mobilisation, project setting up, commitment to initial procurement of materials and subcontracts and other costs and obligations incurred at the commencement of the project.

2.2 For Workshop Repairs:

Monthly progress claims based on the following milestones:

20% on placement of order

20% on placement of major component orders

40% on completion works

10% on completion of works testing

10% on delivery of repaired equipment

2.3 For Testing, Maintenance and High Voltage Service:

Monthly progress claims up to 95% of the value of work completed, the

remaining 5% on presentation of the test reports. Our terms are strictly net 30 days from the date of claim or invoice.

3 Price Basis

The price is quoted on the condition that supplier items and major material items can be ordered, and stored either on site or off site with storage certificates issued and payment made for materials held in storage.

4 Rise and fall

Unless specifically stated otherwise in our quotation, this quotation is based on the cost of labour and materials at the date of this quotation and is subject to price variation in accordance with the National Electrical Contractors Association (State Chapter) Standard Price Variation Formula.

5 Special Payments

Unless specifically stated in this quotation, no provision has been made for the payment of any special site agreement, award or disability allowances.

6 Site Inductions

Unless specifically stated in the quotation, no allowance has been made for any site inductions. These, where required, will be on charged to the customer.

7 Currency Exchange Rates

Where imported equipment is involved, the above price is based on the exchange rate at the time of tendering. Should the actual exchange rate vary from the Base Exchange rate, then the component of imported goods included in the tender price quoted would be adjusted accordingly.

8 Liquidated Damages

Unless specifically stated in this quotation, we will not accept liquidated damages. Where acceptance of liquidated damages is specifically stated, these shall in any case be limited to a maximum of 1% of our nett contract amount per week to an overall maximum of 5% of our nett contract amount and shall only then be applied where the cause for such damages is directly applicable to actions on our part.

9 Confidentiality of Documents & Proprietary Information

Drawings, specifications and other information supplied by us as part of our tender shall be regarded as confidential, shall be used only for evaluation of our quotation and shall not be disclosed to a third party without our prior written agreement.

Technical information, consisting of drawings, specifications, calculations and design shall remain our property and

must not be copied or disclosed to any third party unless authorised by us.

10 Consequential Loss Liability Limitation

Unless specifically stated otherwise in our quotation our liability for loss of production, loss of income, the opportunity to earn profits, the financial consequences of business interruption and indirect and consequential loss shall be limited to \$1.00.

11 Title Risk of Loss

Title of goods, services and work undertaken by Corke Instrument Engineering (Australia) Pty. Ltd. should not pass until full payment for the goods, services and work undertaken has been made and the purchaser hereby authorises and acknowledges that entry will be given to the premises where the goods have been delivered, the services have been performed or the work has been undertaken for us to regain possession of the goods, for which full payment has not been made.

12 Hazardous Materials

Unless specifically stated in this quotation, the quoted price is based on the assumption that the work for which this quotation is submitted will be executed in a hazardous material free environment. It is a strict condition of this quotation that the customer accepts full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of these materials in or about the site on which the works (or any part thereof) are to be performed.

13 Residual Current Device

Corke Instrument Engineering (Australia) Pty. Ltd. will supply and install Residual Current Devices and warrant the work of our technicians for a period of three (3) months. On completion of the installation a test certificate will be issued showing Residual Current Devices compliance in accordance with AS3760:1996. No responsibility will be taken for any accident occurred after the installation of the Residual Current Device. Corke Instrument Engineering (Australia) Pty. Ltd. strongly recommends regular testing of all electrical appliances and Residual Current Devices in accordance with AS3760:1996.

14 Work Site Access

We have based our offer on free and unrestricted access to all required work areas.

15 Live Work

It is our strict policy to only undertake live work or work near live conductors where it is safe to do so, particular emphasis is placed on:

Compliance with AS/NZA 4836:2001 "Safe Working on Low Voltage Electrical Installations, relevant Commonwealth and State Statutory Acts and Work Place Regulations".

Our live work procedure is designed to eliminate risk of injury to our employees, damage to your installations and unexpected power disconnections.

The above may require us to disconnect or isolate parts of the installation to undertake such work for which additional charges may be applicable.

16 Cancellation Fees

If work is not able to be proceeded with as arranged and if no alternative activities can be undertaken at site, a cancellation fee of 20% of the contract will be charged if the work is confirmed with an agreed start date set and is then cancelled or re-scheduled, based on man hours and materials committed to the work at the time of cancellation where these are not able to be otherwise deployed.

17 Service/Delivery by Instalments

Where it is practical, we reserve the right to deliver the goods, service and/or carry out the installation by instalments. In such instances progress payments and billings for each instalment shall be due in accordance with the clause "Payments" above.

18 Delays/prolongation

This quotation has been based on the understanding that the contract will be carried out as one continuous project, devoid of delay and with the provision of equipment and services by others as and when needed. Hold over time, waiting time, industrial disputes, inclement weather or any other time spent because of delays/prolongation caused by others will be charged at the applicable NECA standard or agreed contract hourly rates. Corke Instrument Engineering (Australia) Pty. Ltd. also reserves the right to claim for additional costs where the client requests acceleration of the works to meet revised programming.

19 Site Conditions

This quotation is valid only if the site equipment/plant is in the same condition as stated when this quotation was prepared. Any additional costs incurred due to changes or further damaging of equipment by others will be deemed to be a variation to the contract.

20 Delivery

Delivery periods quoted are subject to change and as such should be treated as estimates only. We will endeavour to meet delivery dates but do not accept any liability for failure to complete the contract within any specified delivery period unless specifically stated otherwise in our quotation.

21 Performance & Performance Data

Performance data provided by us is based on our experience and from up to date and regularly calibrated test equipment.

Please be aware we can accept no liability if performance parameters are changed by the customer at site after final testing and verification.

22 Inspection and Transportation

Upon completion of work, where applicable, the purchaser will be notified and invited to witness operational and electrical performance test prior to despatch.

We will make every effort to pack and seal customer's items to minimise vibration and the ingress of dust during transportation to site.

23 Warranty

We warrant our workmanship for a period of 12 months from date of delivery. Our warranty is limited to making good or replacement of those parts of our supply, if found to be incorrectly connected or fitted.

Where parts or goods are defective which have been supplied to us by others, these are subject to that manufacturer or suppliers warranty.

24 Precedence

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

25 Information and Drawings

All descriptive specifications, illustrations, drawings, dimensions etc., furnished by us are approximate only and are intended to be by way of general description of the goods or service and do not necessarily form part of the contract unless specifically identified as such by us in writing.

26 Insurance

The existing insurance program in force for Corke Instrument Engineering (Australia) Pty. Ltd. will not accept cross liability, waiver of subrogation, agreement for hold harmless, insurer approval, indemnities arising from any cause, rectification, frustration, consequential losses, noting of Joint/co-insured's or permit agreement for insurers to notify insured parties direct. It will be purely at Corke Instrument Engineering (Australia) Pty. Ltd. discretion whether it assumes the responsibility based on commercial/business practice.

27 Non – solicitation

The customer/client agrees not to solicit or entice away from Corke Instrument Engineering (Australia) Pty. Ltd. (or attempt to do so) any employee, consultant or customer of Corke Instrument Engineering (Australia) Pty. Ltd. or engage any Corke Instrument Engineering (Australia) Pty. Ltd. employees in any other capacity without prior notice and permission of Corke Instrument Engineering (Australia) Pty. Ltd..

The customer / client agrees that any employee engaged from Corke Instrument Engineering (Australia) Pty. Ltd. for a period of less than 12 months, that the customer / client agrees not to approach the employees for direct employment under any conditions unless approved by Corke Instrument Engineering (Australia) Pty. Ltd. In the event that this is not adhered to Corke Instrument Engineering (Australia) Pty. Ltd. will charge the customer / client for all recruitment costs associated with the engagement and employment.

28 Electrical Safety

Please note that if during the course of installation when works are being conducted within and around switchboards that if the same is found defective or deemed to be unsafe by the licensed A Class electrician you will immediately be notified. The power if isolated will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to state regulations. All costs associated with the rectification works including materials and labour shall be to the customers account. All works shall be notified to the chief electrical inspector as required.

29 Break-up of Prices

The break-up of prices quoted are submitted for the purpose of a guide only. Should any of the quoted figures be deleted from the contract, we reserve the right to revise the amount tendered.

30 Removal of doors, covers and escutcheons on Switchboards

Removal of doors, covers and escutcheons can pose risk of shock, short circuit or initiate interlocks to trip resulting in injury, damage and power outage. Where our work requires us to remove any covers from switchboards, distribution boards, control panels and live equipment, we will remove these only on the strict understanding that all devices, busbars, equipment and wiring than cannot be seen until the covers are removed are properly secured, fitted with all required insulation, in good condition and with all electrical connections properly tightened, are installed in a safe and proper manner that complies with all safe workplace requirements and applicable Australian Standards. We will not accept any claims for any damages whatsoever arising as a consequence where incidents occur through any such non-compliance.

SECTION B

31 Validity and Acceptance

This quotation is valid for thirty days from the date hereof and is thereafter subject to Corke Instrument Engineering (Australia) Pty. Ltd. written confirmation. A quotation is not to be construed as an offer or obligation to sell and Corke Instrument Engineering (Australia) Pty. Ltd. reserves the right to accept or reject any orders received.

32 Cancellations

Accepted orders may not be cancelled unless such cancellation is agreed to in writing by Corke Instrument

Engineering (Australia) Pty. Ltd., and the Purchaser shall pay Corke Instrument Engineering (Australia) Pty. Ltd. an amount equal to Corke Instrument Engineering (Australia) Pty. Ltd. loss (actual and prospective) incurred as a result of such cancellation, within seven days of agreeing to the cancellation.

33 Delivery

Special delivery costs will be charged at cost.

We are entitled to make part deliveries, when necessary, which can be invoiced separately.

Packing for normal consignments within Australia is included in the price. Wooden crates, pallets, etc. for overseas delivery will be charged separately.

Wiring diagrams, installation and commissioning are not included in our prices unless specified otherwise.

Prices are subject to change without notice.

We undertake to make every endeavour to adhere to our delivery promise, but do not accept cancellation of contract or liability for any direct or indirect losses which may arise, for any reason whatsoever, due to our failure to adhere to such promise.

The delivery dates set out in the quotation are estimates only and are subject to Corke Instrument Engineering (Australia) Pty. Ltd. written confirmation. The time for delivery commences upon Corke Instrument Engineering (Australia) Pty. Ltd. acceptance of a written order and receipt of all information necessary to commence work and proceed without interruption and will be completed on the date Corke Instrument Engineering (Australia) Pty. Ltd. issues either an invoice or a certificate of completion for execution by the purchaser, whichever occurs first.

If the purchaser refuses to execute such certificate, Corke Instrument Engineering (Australia) Pty. Ltd. shall be informed in writing of the reasons for the refusal within seven days of the issue date. The purchaser shall be deemed to have acknowledged that the contract has been duly completed if the purchaser does not lodge with Corke Instrument Engineering (Australia) Pty. Ltd., a written refusal within the seven day period.

The purchaser shall provide to Corke Instrument Engineering (Australia) Pty. Ltd. all necessary authorisations before Corke Instrument Engineering (Australia) Pty. Ltd. shall be obliged to deliver or install the equipment.

Corke Instrument Engineering (Australia) Pty. Ltd. shall not be liable for a delay in delivery arising from Force Majeure. In the case of delay caused by any reason other than Force Majeure, Corke Instrument Engineering (Australia) Pty. Ltd. liability for any proven loss to the Purchaser shall not extend to consequential loss and shall be limited in any event to an amount of 0.5% per week to a maximum of 5% of

the purchase price of the undelivered portion deemed to be in delay.

Time shall not be of the essence and failure to deliver or any delay in delivering the equipment shall not entitle the purchaser to repudiate the contract. If the purchaser refuses or is unable to accept delivery of the equipment on the date specified, Corke Instrument Engineering (Australia) Pty. Ltd. may nominate in writing a date which is not less than seven days from the date of notice upon which the equipment shall be delivered to the Purchaser or, if delivery is again refused, the date upon which the equipment will be deemed to be delivered.

34 Shortage or Damage

Packages and goods should be examined on receipt and notification of damage or loss should be sent in writing both to the Carrier and us within seven days of receipt.

35 Taxes and Government Charges

The purchaser shall pay all taxes and other government charges in respect of the equipment.

36 Goods and Services Tax

A Goods and Services tax ("GST") is now law and will apply from 1st July 2000 to all goods and services supplied within the Commonwealth of Australia. GST is NOT included in the prices

In addition to any other amounts payable by the purchaser, under these Conditions, the purchaser shall upon receipt of a tax invoice from Corke Instrument Engineering (Australia) Pty. Ltd., pay to Corke Instrument Engineering (Australia) Pty. Ltd. an amount equal to the GST payable by Corke Instrument Engineering (Australia) Pty. Ltd. on the taxable supply specified in the tax invoice on the same basis as other amounts are payable by the Purchaser under these Conditions. Corke Instrument Engineering (Australia) Pty. Ltd. shall include in the tax invoice to the purchaser under this clause, such particulars as are required by the GST law in order that the purchaser may obtain a credit for the amount of GST payable on the taxable supply.

37 Payment

The total price of the equipment to be delivered within Australia shall be invoiced upon the date of dispatch in accordance with Clause 3. The total price of installation and commissioning, if applicable, shall be invoiced upon completion of the work. Payment shall be made within 30 days of the date of invoice.

Payment is not affected by date of receipt of invoice

For overdue payment, interest will be charged at 2% per month.

38 Export Shipments

All prices quoted are the actual amounts payable to us free of all deductions whatsoever and the customer will be responsible for all tariffs, taxes, import duties and all other charges and

payments which may be levied, charged or assessed or imposed in respect of the goods.

39 Prices

Prices are for delivery ex-works in Australian Dollars and are subject to variations if there are any changes in freight rates, customs classifications or duty rates, currency exchange rates, labour rates or material costs between the date of quotation and the date of delivery.

The prices quoted are based upon the quantities referred to in the quotation and Corke Instrument Engineering (Australia) Pty. Ltd. reserves the right to amend the prices if the quantity varies.

Minimum order value on account is AUD\$ 50.00

40 Warranty and Limitation of Liability

40.1 Corke Instrument Engineering (Australia) Pty. Ltd. total liability to the purchaser for breach of any Non-excludable Condition (other than an implied warranty of title) is limited to the supplier warranty to correct any defects in material or workmanship in the equipment by, at its option, replacing the equipment, supplying equivalent equipment or repairing the equipment providing the defect arises and is notified to Corke Instrument Engineering (Australia) Pty. Ltd. stated by the supplier of the equipment to Corke Instrument Engineering (Australia) Pty. Ltd.

40.2 The benefit of this warranty is conferred only upon the purchaser and may only be assigned to a third party with the prior written consent of Corke Instrument Engineering (Australia) Pty. Ltd.

40.3 This warranty shall end immediately if:-

- (i) the equipment becomes defective as a consequence of misuse or failure to adhere to the recommendation contained in the relevant instruction manual or maintain Corke Instrument Engineering (Australia) Pty. Ltd. recommended operating environment, or
- (ii) the equipment is modified or repaired other than by Corke Instrument Engineering (Australia) Pty. Ltd. or by a person duly authorised by Corke Instrument Engineering (Australia) Pty. Ltd., or
- (iii) the equipment is damaged as a result of the use of supplies which do not meet Corke Instrument Engineering (Australia) Pty. Ltd. specifications, or
- (iv) the damage is the consequence of ordinary wear and tear, or
- (v) if the equipment is damaged by any other action beyond the control of Corke Instrument Engineering (Australia) Pty. Ltd.

40.4 Corke Instrument Engineering (Australia) Pty. Ltd. shall only be liable to replace or repair Consumable Components, such as lamps or fuses, if the Purchaser proves to Corke Instrument Engineering (Australia) Pty.

Ltd. reasonable satisfaction that they were defective at the date of delivery.

40.5 The Purchaser shall return all allegedly defective items and equipment to Corke Instrument Engineering (Australia) Pty. Ltd. premises at 15 Export Drive Brooklyn, Victoria or to the nominated address shown in the quotation and Corke Instrument Engineering (Australia) Pty. Ltd. shall reimburse the purchaser for reasonable costs substantiated by evidence such as receipts incurred in returning the proven defective items and equipment to Corke Instrument Engineering (Australia) Pty. Ltd. premises.

40.6 Except to the extent required by law as between Corke Instrument Engineering (Australia) Pty. Ltd. and the purchaser, all conditions and warranties (whether express or implied), except the warranty referred to in Clause 40.1, are excluded.

40.7 In the event of inconsistency between Clause 40 and any warranties or conditions implied by the TPA or other legislation which may not be excluded, restricted or modified ("Warranties Implied by Law"), the Warranties Implied by Law shall prevail.

40.8 Subject to clause 40.7, Corke Instrument Engineering (Australia) Pty. Ltd. shall have no liability for indirect or consequential cost, loss, expense, liability or damage including, but not limited to, lost profits or any economic loss suffered by the Purchaser arising out of one or more breaches by Corke Instrument Engineering (Australia) Pty. Ltd. of these Conditions.

41 Property and Risk

Title to the equipment shall pass to the purchaser upon payment to Corke Instrument Engineering (Australia) Pty. Ltd. of the purchase price and, in the case of payment by cheque, when the cheque has been honoured upon presentation. Until such time, the purchaser holds the equipment or the proceeds of sale thereof in trust for Corke Instrument Engineering (Australia) Pty. Ltd.

If the purchaser fails to pay the purchase price by or on the due date or is bankrupt or insolvent or in Corke Instrument Engineering (Australia) Pty. Ltd. opinion is likely to become bankrupt or insolvent, Corke Instrument Engineering (Australia) Pty. Ltd. may retake possession of the equipment. If the purchaser fails to deliver it up if and when requested by Corke Instrument Engineering (Australia) Pty. Ltd. to do so, the purchaser shall pay the costs of retaking possession. If the equipment is not at the purchaser's premises at the time Corke Instrument Engineering (Australia) Pty. Ltd. is to retake possession, the purchaser shall arrange for Corke Instrument Engineering (Australia) Pty. Ltd. to collect the equipment wherever it is situated. Risk in the equipment shall pass to the purchaser immediately the equipment is delivered.

42 Determination of Contract

Without limiting any other rights Corke Instrument Engineering (Australia) Pty.

Ltd. may have, if the purchaser defaults, Corke Instrument Engineering (Australia) Pty. Ltd. may terminate the contract, recover payments for equipment delivered or work done or enter the purchaser's premises and take possession of equipment not paid for, and the purchaser agrees to pay an amount equal to Corke Instrument Engineering

(Australia) Pty. Ltd. loss (actual and prospective) incurred as a result of the purchaser's default, within seven days of default.

43 Force Majeure

If a party is prevented or restricted from performing any contract arising out of this quotation by reason of any cause beyond its control, it shall be excused from such performance to the extent of such prevention or restriction upon giving notice to the other party. The party affected shall use its best efforts to remove such cause and shall continue performance when that cause is removed.

44 Proper Law and Jurisdiction

These Conditions of Sale are and shall be governed by the laws of the Commonwealth of Australia and the State of Victoria.