

TERMS AND CONDITIONS OF SALE AND QUOTATION

1. GENERAL.

Tenders or quotations are made on the understanding that the following provisions, save as added to or varied in writing signed on our behalf, shall apply to all orders given to or accepted by us (including repeat orders)

2. OFFER AND ACCEPTANCE.

This quotation is not an offer to sell and no order given in respect hereof shall bind us until acceptance by us. It shall not be necessary for us to communicate such acceptance. This quotation shall remain in force for 30 days from the date hereof.

3. PRICES.

Prices quoted are ex works Camden or Bowral unless otherwise stated, and are based on the manufacturers' current prices, the ruling rate of overseas exchange, insurance, freight, the present method of Customs Department in calculating and ascertaining the rate of duty and primage or other Government tax on imported goods. In the event of any increase in any of such prices or rates either before or after acceptance of an order an amount commensurate with the cost to us entailed by such increase shall be added to and form part of the purchase price and be payable by the purchaser.

4. SALES TAX AND OTHER DUTIES.

All prices where goods are not exempted by the Sales Tax Acts are subject to the current rate of Sales Tax or other Government charge unless specially noted as being included in the price.

5. RISE AND FALL.

All prices stated herein are subject to adjustment upon delivery of the goods to changes in labour and material costs. Such adjustments are to be determined by applying to the prices stated herein a percentage variation equal to the percentage variation in the Price Index of Articles Produced by Manufacturing Industry in Australia, under the sub-division of Fabricated Metal Products, determined by the Australian Bureau of Statistics.

In the event of the Price Index of Articles Produced by Manufacturing Industry in Australia being discontinued, the adjustments in price to be made pursuant to this Clause shall be made in accordance with percentage changes in an Index or Indexed nominated in default of Agreement by the President of the Chamber of Manufacturers as most closely reflecting changes in the price of labour and materials used in construction of the goods quoted for sale.

6. TERMS OF PAYMENT.

Terms of nett seven days from receipt of invoices unless otherwise stated. Any sum not paid within the stipulated time shall bear interest from date of invoice to date of payment at the rate of one and one half per cent per month.

7. CANCELLATION.

No order may be cancelled except with our express agreement, and in the event of such cancellation the purchaser will be liable to reimburse us for all costs incurred by us, including overhead expenses in preparation for and execution of the order.

8. DELIVERY.

In the case of goods not expressed to be offered from stock the time of delivery quoted is an estimate only when goods may be available for delivery, and is based either upon the estimated time required in obtaining them from the manufacturers and/or suppliers or upon the estimated time required for obtaining the necessary raw materials or component parts and for manufacture or assembly of the goods offered, and we shall not be liable in any way for failure to deliver within the stated time and the purchaser shall accept and pay for the goods or any documents if and when tendered notwithstanding any such failure to deliver within the stated time, unless a guarantee shall have been given in writing by us providing for a stipulated penalty as liquidated damages for such failure to deliver within a stated time and the purchaser has suffered loss by such failure to deliver. Should we be prevented from delivering the goods for any reason beyond our control, we reserve the right to annul the contact at any time, whether before or after the date provided for delivery.

9. UNDERGROUND SERVICES.

We would require all underground services including electricity, water sewer etc. to be identified and marked. In the event that any of these services being damaged outside of the identified areas, Southwell Group Pty Ltd are not liable for any cost incurred as a result of a failed service or towards repairs.

10. TRENCHING.

In the event of unforeseen underground rubble, rock, steel, or any obstruction being found by a chain trenching type machine to be impassable will be subject to extra charges.

11. BORE HOLE PUMPS.

Bore pump quotations are based on information supplied by others and Southwell Group Pty. Ltd. are not responsible for any problems arising from water quality, quantity or construction of the bore. The electrical selections are based on information supplied by others. Electrical installations shall be the responsibility of an appropriate electrical contractor.

12. WARRANTY.

In lieu of any condition or warranty, statutory or otherwise (except any statutory warranty which cannot be negated), we guarantee to make good all defects developing within a period of 90 days from delivery under proper use and arising from faulty design, materials or workmanship in the course of manufacture, subject to the defective parts or part being immediately returned to our works (if so required) free of cost to us. This warranty does not extend to Tyres Tubes, Batteries, Electric Motors, Electrical Equipment, and Engines. Trade Accessories or any other parts or attachments not manufactured by Southwell Group Pty. Ltd. We shall not be liable for any director or consequential loss or damage arising from any such defect. This provision shall not limit the purchasers' right to obtain the full benefit of any standard warranty issued by the manufacturer of any goods supplied hereunder. This quotation and any order and acceptance shall be deemed to embody the whole agreement between the parties and all conditions and warranties written or implied and whether statutory or otherwise (except statutory warranties which cannot be negated) and all other agreements not herein written are expressly excluded. The Company shall not consider any claim made under this warranty and no liability shall attach to the company by virtue thereof unless the owner user making the claim shall immediately upon discovering the alleged defect inform the Company of the nature of the claim and the reasons therefore.

Any parts repaired or renewed under the terms of the warranty will be covered by warranty for the balance of the machine warranty period. The decision of the company in all cases of claim shall be final and conclusive and the purchaser agrees to accept its decision in all questions as to defects and to the exchange of parts.

13. LOSS IN TRANSIT.

In the event of loss, damage or seizure of goods or materials in the course of manufacture or whilst in transit or during loading or unloading we accept no responsibility to replace them at the price or according to the terms originally quoted or at all.

14. STORAGE.

If forwarding instructions are not received within 7 days after date of notification that the goods are ready for dispatch, we will, if storage facilities permit, store the goods, making a charge of \$1.00 per tonne or per cubic metre per week, whichever shall be the greater, until the goods are despatched.

15. INSURANCE.

We shall not be required to effect insurance on goods forwarded from our premises unless given written instructions to so insure by the purchaser, in which case the cost of such insurance shall be added to the prices set out in the quotation.

16. ILLUSTRATIONS, DRAWINGS.

Catalogues, advertisements etc. accompanying our quotation or estimate or in the purchaser's hand before or after the purchaser places an order, are for general information only and weights, measurements, powers, capacities or other particulars of goods offered are stated in good faith, but inaccuracies shall not void or vitiate the contract nor be made the basis of any claim against us, nor justify rejection. All drawings are and shall remain our exclusive property and may be recalled by us. They must be considered confidential and must not be lent, copied or otherwise used without our written consent. Clerical and technical errors are subject to correction.