



Aerotech Fans PTY LTD
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DEFINITIONS

In the following Standard Conditions of Sale, "the Company" shall mean Aerotech Fans Pty. Ltd., and "the Purchaser" shall mean the entity purchasing "the goods", being the goods the subject of these Standard Conditions of Sale.

Unless otherwise agreed in writing, the Company's conditions herein set out shall be deemed incorporated in any order placed by the Purchaser and any acceptance of a Purchaser's order by the Company shall be deemed subject to the acceptance by the Purchaser of these conditions. In the event of any conflict arising between these conditions and any conditions which the Purchaser might additionally seek to impose in relation to his order the Company's conditions shall prevail. These conditions override and replace any other conditions of the Company.

VALIDITY

Except where the quotation is expressly designated otherwise written quotations are valid for thirty (30) days and are subject to requotation thereafter.

DELIVERY & TRANSPORT

Whilst every effort is made to deliver goods on the dates within the periods mentioned in the contract, such dates or periods shall be deemed to be for information purposes only and shall not form part of the terms and conditions of the contract unless specifically agreed in writing to be of the essence of the contract and in the absence of such special agreement the Company accepts no liability whatever for any loss or damage of whatsoever nature and howsoever arising which may be suffered by the Purchaser as a result of any failure on the part of the Company to deliver goods on or within the dates of periods. For imported products, the Company agree to notify the Purchaser of shipping/delivery details as they become available.

Unless otherwise stated in writing, the quoted price is Ex-Company's store in Heidelberg, Victoria. If delivery is required beyond this point, the Company may, at the Company's discretion agree to act as agent for the Purchaser in this matter and all costs for carriage and insurance will be to the Purchaser's account. Off-loading and/or handling will in any event be the responsibility of the purchaser.

ACCEPTANCE OF PURCHASE ORDER

Any purchase order is subject to acceptance by the Company and any communication prior to an order being placed does not constitute an offer of any form whatsoever, by the Company. Further, except where the purchaser forwards remittance prior to delivery, any acceptance by the Company of any order is subject to the purchaser providing satisfactory trade and/or financial references and our own investigations.

STORAGE

If for any reason the Purchaser fails to take possession of the goods within 7 days from the date on which the Purchaser is notified that the goods or part thereof are ready for delivery, then risk in the goods shall forthwith pass to the Purchaser and the Company shall be entitled to payment for the goods in accordance with the provisions hereof. In the event that the Purchaser fails to take possession of the goods within the said period of 7 days, the Company shall arrange storage of the goods at the Company's premises or some other suitable place and all costs of an incidental nature to such storage shall be for the account of the Purchaser.

WARRANTY & LIABILITY

The company warrants products of its manufacture when not misused, neglected, and used on single-shift working to be free of defects in workmanship and/or materials. Our obligation under this warranty is limited to repairing or exchanging F.O.T. factory, any part, assembly or portion thereof found to be defective within one year from the date of commissioning but not to exceed 18 months from date of shipment from the Company. The Company assumes no responsibility for the labour costs involved in the removal of defective parts, transportation, installation of new parts or service charges related thereto. The company shall have the option of requiring the return of the defective part (transportation prepaid by the Purchaser) to establish the claim.

The above warranty is limited to the replacement of parts pursuant to the aforesaid warranty and the Company shall not be liable for any damage, whether direct or consequential. This warranty is given in addition to and not in substitution for or to the exclusion of, the rights and remedies of a Purchaser under the Trade Practices Act 1974 or any equivalent consumer legislation.

SPECIFICATIONS AND DRAWINGS

Unless expressly incorporated in the quotation, all descriptive and shipping specifications, drawings, dimensions and weights submitted with the quotation are approximate only. In any event, descriptions, illustrations and data contained in catalogues, price lists and other advertisement matter are intended only to present a general idea of the equipment described therein and none of these shall form part of the contract. In the event of a purchase order being placed, certified information will be supplied if requested by the purchaser. The purchaser acknowledges that the copyright in the drawings belongs to the Company and further that the physical drawings shall remain the property of the Company and shall be returned on demand. The Purchaser also acknowledges that the drawings are confidential and as such the Purchaser agrees not to disclose copy or otherwise use any part thereof without the prior written consent of the company.

TERMS OF PAYMENT

The Purchaser shall make payment for the goods net thirty (30) days subject to the prior approval by the Company. Notwithstanding such approval, the Company reserves the right to request payment in advance if in the Company's opinion that the Purchaser's financial situation does not warrant the shipment of the goods under the original terms

ACCEPTANCE OF GOODS

The Purchaser shall inspect the goods forthwith upon delivery and shall within 14 days from the date of receipt of goods give written notice to the Company of anything by reason thereof the Purchaser may allege that the goods are not in accordance with this contract. If the purchaser shall fail to give such notice then subject to the extent permitted by statute the goods shall be deemed to have been accepted by the Purchaser and the Purchaser shall pay for the same in accordance with the provisions hereof.

RETURNS AND CLAIMS

Goods will be accepted for credit only by prior agreement or to the extent that they have been wrongly or oversupplied. Claims for credit must be made within 14 days of receipt of goods. Returned goods shall be delivered to the company free of charge, in good order and condition, accompanied by a despatch note stating the original invoice number, date of supply and reason

for return. Acceptance of delivery of goods returned for credit does not signify agreement to issue a credit note. A credit note will be issued only after the goods have been inspected and found to be satisfactory in the opinion of the company. Except where goods have been wrongly or over supplied, a restocking/handling fee of 20% on the original invoiced price will be charged. Goods made to special order cannot be returned or credited unless not in accordance with any expressed or implied term of the contract.

DETERMINATION AND DAMAGES

Without prejudice to its rights the Company may determine the contract or suspend any future deliveries to the Purchaser in the event of: [i] any distress execution or other legal process being levied upon any of the Purchaser's assets; [ii] the Purchaser entering into any arrangements or composition with his creditors, committing any act of bankruptcy or being a company entering into liquidation or have a winding up petition presented against it calling a meeting of its creditors, suffering the appointment of a Receiver in respect of the whole or any part of its undertaking or assets; [iii] non-payment by the Purchaser of any monies due from it to the Company.

In the event of a determination by the Company of the contract in accordance with subparagraphs [i], [ii] and [iii] above or any cancellation and/or repudiation of the contract by the Purchaser the Company shall be entitled to recover as damages from the Purchaser the following: [i] the value and including any work completed or goods manufactured at the date of determination; [ii] the value of any work begun or goods begun to be manufactured at the date of determination; [iii] the value of any work begun or goods begun to be manufactured but not completed at the date of determination including the cost of materials, labour, overheads and profit in connection therewith; [iv] a sum representing any further profit which the Company would have made in the Contract but for its determination such profit to be determined by the Company's Auditors whose decision shall be conclusive and binding on the Purchaser.

CONNECTIONS

Unless otherwise specified, this quotation does not include control equipment, electrical connections or other sources of supply.

SET OFF

The Purchaser shall not be entitled to withhold or set off payment of any amount due to the Company under the terms of the Contract whether in respect of any claim or for any reason which is contested or liability for which is not admitted by the Company.

FORCE MAJEURE CLAUSE:

In the event of war, invasion, act of foreign enemy hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power the Company shall be relieved of liabilities incurred under this Contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statute, rules, regulations, order or requisitions issued by any government department, council or other duly constituted authority or from strikes, lockouts, breakdown of plant or any other Clauses (whether or not of a like nature) beyond the Company's control.

PASSING OF PROPERTY AND RISK:

The goods supplied by the Company shall be at the Purchaser's risk immediately on delivery to the Purchaser or into the custody of the carrier or anyone acting on the Purchaser's behalf whichever is the sooner. Notwithstanding that the risk in the goods shall pass to the Purchaser as provided herein title to the goods shall remain with the Company until all monies owing by the Purchaser to the Company have been paid in full (whether such monies are in respect of the monies payable under a specific Contract or on any other account whatsoever) and until such time the Purchaser shall, at the discretion of the Company, store the goods so as to indicate that they are the Company's goods and the Purchaser shall hold the goods as bailee thereof only subject nevertheless to its right to deal with the goods in the ordinary course of business on the

basis that any monies received as a result of such dealing shall be held by the Purchaser for the benefit of the Company.

LEGAL CONSTRUCTION

This Contract shall be governed and interpreted according to the laws of Victoria and all proceedings arising out of this Contract must be commenced in Victoria.