

Terms & Conditions of Trade

SAVE TO THE EXTENT THAT WE HAVE OTHERWISE AGREED IN WRITING, THESE TERMS AND CONDITIONS GOVERN ALL OUR CONTRACTS TO THE EXCLUSION OF OTHER TERMS AND CONDITIONS. OUR QUOTATIONS AND ESTIMATES ARE NOT OFFERS CAPABLE OF ACCEPTANCE BY YOU, AND ANY ORDER PLACED BY YOU WILL ONLY BE ACCEPTED BY OUR WRITTEN CONFIRMATION OF SUCH ORDER.

1. BASIS OF CONTRACT

- 1.1. OI Enterprises Pty Ltd (the "Company"), sells industrial products and services including, but not limited to, CNC tooling, conveyor belting and other industrial parts (the "Products")
- 1.2. No representation, undertaking or promise shall be taken to have been given, or implied from anything said or written in negotiations between the parties prior to the date of this Contract except as expressly stated in this contract
- 1.3. You as a Client/Customer of The Company have engaged with The Company to supply industrial products as required in your operations. The Company represents to you that The Company has the knowledge and experience in providing the Contract Goods and/or Services to the standard required by the Customer.
- 1.4. The parties acknowledge that the engagement of The Company is on a non-exclusive basis and nothing in this Agreement in anyway prevents the Customer from appointing any other person or entity to provide goods similar to the Contract Goods and/or Services.

2. ORDERING, DELIVERY & PACKAGING

- 2.1. All Products and/or Services must be ordered by the Customer with a valid Purchase Order Number
- 2.2. In the event of delay beyond any date agreed for the Company's performance of its obligations under this Contract that is caused by circumstances beyond either party's control the Company will be entitled to a reasonable extension of time. In the event of any such delay that is caused by the Customer, the Company will be entitled to a reasonable extension of time
- 2.3. While dates or periods for readiness for dispatch or delivery of goods are given in good faith, the same are not of the essence of or in any way terms of the contract or representations of fact.
- 2.4. The Customer may require any particular packaging of the Products and/or Services, provided that if this is different from the manner in which The Company usually packages those Products and/or Services, all such additional costs will be borne by the Customer.

3. DRAWINGS DESIGN & CONFIDENTIALITY

- 3.1. All of the Company's specifications, designs, drawings, indications of physical, chemical and electronic properties and indications of pressure output and power consumptions (the "Designs") are made in good faith and are approximate indications only and are not binding in detail unless the Customer has specified in writing a particular indication upon which he is relying and the Company shall be entitled to vary the same and/or to correct errors and omissions provided the Products remain in substantial conformity with the contractual requirements.
- 3.2. The Designs (including all copyright, design right and other intellectual property in them) shall as between the parties be the property of the Company; and the Customer is not entitled to make any use of the Designs other than for the purpose of this Contract.
- 3.3. Any inventions, modifications, improvements, techniques or knowhow affecting the Products made or gained in the course of performing this Contract, shall belong to the Company absolutely.
- 3.4. Subject to paragraph (3.5) below, neither party shall disclose to third parties nor use for its own purposes any confidential information or trade secrets of the other party.
- 3.5. Each party may make any disclosure the disclosing party reasonably believes is required by any law (except this paragraph does not permit the disclosing party to disclose any information of the kind mentioned in section 275(1) of the Personal Property Securities Act 2009 (Cth) ("PPSA") unless it is required to do so under section 275(7) of the PPSA).
- 3.6. Each party warrants that it has the necessary intellectual property rights to enable it to perform its contractual obligations and will forthwith inform the other on discovery of any infringement of intellectual property rights.

4. QUALITY OF PRODUCTS AND/OR SERVICES

- 4.1. All Products and/or Services must be of good quality, conform to their description and be fit for all their disclosed intended purposes.
- 4.2. The Products and/or Services must comply with all safety standards, codes and applicable legislation.

5. PRICES, TERM & PAYMENT

- 5.1. You agree to pay The Company the prices for the Products and/or Services (the "Prices") as offered to you under The Company's current pricing structure. The prices include GST, where applicable, and are the full amount which the Customer must pay for the Products and/or Services. The Company must issue a Tax Invoice for the Products and/or Services supplied.
- 5.2. All invoices shall be paid in Australian dollars or other Freely Convertible Currency within 30 days from the date of invoice (the "Due Date"), unless expressly agreed otherwise, without any deduction or withholding on account of any rights of equitable set-off which the Customer may have (save where the same are based on fraud). The Company reserves the right to require payment in part or in full or the provision of such security or guarantees from or on behalf of the Customer as the Company deems necessary before the commencement of the performance of the Contract. The Company shall have the right at any time and in its absolute discretion to review the credit limit requirements relating to the Customer and to increase or reduce the same. The Company shall without prejudice to its other rights have the right by notice in writing to the Customer to demand immediate payment of all monies due from the Customer to the Company for any goods delivered at any time. As used in this clause, "Freely Convertible Currency" means a currency that is widely traded in international foreign exchange markets and widely used in international transactions.

5.2.1. In the case of all Products and/or services for an approved account only, 30 days from the date of Invoice

- 5.3. Prices quoted are net ex-works unpacked and are subject to GST where applicable or other applicable taxes (unless specifically stated to the contrary).
- 5.4. The Company may charge interest on any sums still outstanding on the Due Date at the rate of 4% per annum above the base rate for the time being of the Company's bank.
- 5.5. In case of any non-payment; the Company shall be entitled (without prejudice to its other rights) to suspend performance and charge the Customer for all costs and expenses occasioned. When payment becomes due, The Company may, without being in breach of this Agreement, suspend supply of the Products and/or Services until all outstanding payments have been made.
- 5.6. The Company from time to time by notice in writing to the Customer increase or inform of a price variation of the Prices under The Company current pricing structure by giving a minimum of 4 weeks' notice before implementation of any price change
- 5.7. All Products shall remain the property of the Company until paid for in full. Pending payment of the full purchase price of the Products, the Customer shall at all times keep the Products comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by the

Customer in an amount at least equal to the balance of the price for the same from time to time remaining outstanding.

- 5.8. Between delivery and payment in full the risk in the Products shall be with the Customer, who shall keep the same in good condition and repair, properly stored and labelled as being the Company's property.

6. RETURNS

- 6.1. Goods returned for credit after 14 days from invoice date will be subject to a 25% surcharge, with a minimum \$5.00 charge.
- 6.2. Goods submitted to us for return must be delivered or freight paid into our store, accompanied with the purchase invoice number and date of purchase.
- 6.3. Any goods made or altered to suit customer's specifications cannot be accepted for return.
- 6.4. No claim for shortage can be recognised unless the claim is made within 48 hours of delivery.

7. WARRANTY

- 7.1. The Company warrants that the Products will be free from material defects caused by inadequacy or neglect in the Company's workmanship or materials.
- 7.2. The Company warrants that all the Products and/or Services are fit for purpose and capable of being used by the Customer for their intended purpose.
- 7.3. If for whatever reason the Products and/or Services are not fit for purpose, or do not conform with their specifications, the Company will on request and at no cost to the Customer repair and/or correct the Products so that the customer can fully enjoy and use the Products and/or Services for their intended purpose.
- 7.4. This warranty does not apply if the Customer incorrectly orders the incorrect product or uses the Product and/or Services incorrectly or not in accordance with the Product Specifications.
- 7.5. This warranty does not apply if the Product is adversely affected due to poor maintenance of the Product and/or plant, as well as the malfunction of or plant.
- 7.6. In respect of Third Party Products, the Company undertakes to pass on to the Customer any manufacturer's or supplier's warranty given by such manufacturer or supplier to the Company.
- 7.7. There are no third party beneficiaries of the Warranty granted by the Company herein.

8. STATUTORY WARRANTIES, LIMITATION OF LIABILITY & FORCE MAJEUR

- 8.1. All Statutory Warranties that can be expressly excluded are hereby excluded.
- 8.2. To the fullest extent permitted by law, and without prejudice to clause 7.7., the Company shall in no circumstances be liable (whether in contract, tort or for negligence or breach of statutory duty or otherwise arising out of, or in connection with, the Contract) to the Customer to the extent that such liability:
- 8.2.1. is calculated by reference to profits, income, production or accruals or loss of business, loss of data, loss of profits, loss of goodwill, loss of anticipated savings, loss of revenue;
- 8.2.2. arises from any inaccuracies or omissions in any instructions, information, drawings, calculations, or specifications or material supplied by the Customer to the Company;
- 8.2.3. is of a special, incidental, indirect, consequential or exemplary nature;
- 8.2.4. is recovered by the Customer under the terms of any insurance policy (apart from any excess applicable to the relevant insurance); or
- 8.2.5. has been made good or is otherwise compensated without cost to the Customer.
- 8.3. To the fullest extent permitted by law, and without prejudice to clause 7.1., the Company grants no warranties or conditions, express or implied in any communication by the Company to the Customer, or otherwise, regarding the Products. All warranties, conditions, representations and terms express or implied whether by statute, common law or otherwise are, to the extent permitted by law, excluded from these terms.
- 8.4. Notwithstanding anything to the contrary in these terms, neither party shall be liable to the other for breach of its obligations under this Contract by reason of circumstances or events beyond the reasonable control of either of them.
- 8.5. The Customer shall indemnify the Company against all actions, suits, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by the Company and/or for which it may be liable to any third party due to, arising from or in connection with, directly or indirectly:
- 8.5.1. the Customer's instructions or lack of instructions;
- 8.5.2. any failure or delay whatsoever in taking delivery or any other act, neglect or default on the part of the Customer, its servants, agents, or employees; or
- 8.5.3. the breach of any provision of this Contract by the Customer.
- 8.6. The Customer shall indemnify and keep indemnified the Company against all costs, claims, losses, expenses and damages incurred by the Company or for which it may be liable to any third party due to or arising directly or indirectly out of any infringement or alleged infringement of patents, trademarks, copyright, design, right or other intellectual property right occasioned by the importation, manufacture or sale of the Products if made to the specification or special requirement of the Customer.

9. CANCELLATION AND TERMINATION

- 9.1. The Company shall be entitled forthwith to terminate this Contract in the event of non-payment (in whole or in part) by the Due Date or if at any time before payment in full is made (whether or not payment is yet due) a petition is presented or resolution passed for the winding up or bankruptcy of the Customer or in the event of the appointment of a receiver or administrator of the Customer's business ("Termination").
- 9.2. In the event of Cancellation or Termination, the Customer shall be liable to the Company for all the costs and expenses which it incurred up until the date thereof and the profit it reasonably expected to make on the Contract had the same been fully performed, less such net sum (if any) as the Company is able to make in disposing of the Products.

10. GENERAL

- 10.1. Nothing expressed or referred to in this Contract will be construed to give any person, other than the parties to this Contract, any legal or equitable right, remedy or claim under or with respect to this Contract or any provision of this Contract. Notwithstanding anything to the contrary in this Contract, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
- 10.2. If any provision or part of a provision of these terms is found to be illegal, invalid or unenforceable under any applicable law, such provision or part of a provision shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 10.3. The Customer may not assign, novate or otherwise transfer its rights or obligations under this Contract without the Company's prior written consent, and any attempt to do so shall be null and void and of no effect.
- 10.4. No waiver or amendment of any of the provisions contained in this Contract shall be valid unless made in writing and executed by both parties.
- 10.5. Any failure by the Company to enforce its rights under this Contract will not be deemed a waiver of such rights.