

## TERMS OF SALE

1. All quotations given by us are subject to these Terms and no any other agreements, arrangements or contracts entered into by the Purchaser shall apply. Where any inconsistencies between the standard terms in this quotation and any terms, including special terms, in the Purchaser's purchase order or written agreement, the standard terms of this quotation will prevail as to that inconsistency. The contract between the parties consists of the quotation and these Terms.
2. This quotation is valid for the time nominated in the quotation or until accepted ("validity period"). This quotation is subject to withdrawal by Aussie Switchboards ("AS") at any time until accepted. Any unit prices quoted are valid only as to the total amount of the quotation and do not have any other application.
3. Payment of invoices shall be made:
  - (a) by approved Purchasers with credit accounts within thirty (30) days from the end of the month in which the invoice is presented; and
  - (b) by all other Purchasers on presentation of invoice which payment is required before commencement of drawings and delivery of the goods.
4. Progress payments will be invoiced monthly by AS to all Purchasers if more than one month is required by AS for the manufacture and supply of goods. Payment of any outstanding progress payment invoices is required:
  - (a) for Purchasers with credit accounts within thirty (30) days from the end of month in which the invoice is presented; and
  - (b) for all other Purchasers on presentation of invoice and, in any case, before delivery of the goods.
5. The Purchaser grants AS a purchase monies security interest over any goods supplied by AS to the Purchaser, wherever these goods are located, for which payment in full as invoiced has not been received by AS and acknowledges that AS may register this interest with the Personal Properties Security Register.
6. Payment in full of all outstanding invoices within the terms of this agreement is an essential condition and breach of which shall entitle AS, at its election, to:
  - (a) terminate this agreement and claim damages for all losses and costs, including legal costs on an indemnity basis, from the Purchaser;
  - (b) affirm this contract and require its completion by the Purchaser;whether or not any goods have been manufactured or delivered to the Purchaser by AS.
7. Goods and Services Tax ("GST") is not included in the quotation unless clearly stated to be so.
8. The quotation price includes packaging and crating in the manner determined reasonable by AS. If the Purchaser requires further or special packaging and crating:
  - (a) such requirements must be notified in writing to AS prior to the time agreed for delivery; and
  - (b) the cost of such shall be additional to the quotation price.
9. All goods delivered to the purchaser shall remain the property of AS until they have been paid for in full by the Purchaser and:
  - (a) until or unless they have been installed in the premises of another party, such are held by the Purchaser as bailee for those goods to AS as bailor with all risk of damage to or arising from the goods and supplies attaching to the Purchaser.
  - (b) All proceeds of sales received by the Purchaser from their customer for those goods shall be held on trust by the Purchaser for the benefit of AS until full payment for such has been received by AS; and
  - (c) the Purchaser consents to and agrees to assist AS with the entry into any premises controlled by the Purchaser for the purpose of taking possession of any goods and supplies which have not been paid for by the Purchaser on the terms set out at Clauses 3 and 4 above.
10. Delivery is included in the quotation price unless otherwise stated and includes:
  - (a) loading of the goods onto a vehicle or conveyance at the place at which loading occurs;
  - (b) transport of the goods from the place of loading to the place of delivery; and
  - (c) unloading or site handling is not included.
  - (d) Any insurance which AS obtains on the goods shall:
    - (i) be for the benefit of AS; and
    - (ii) cease on delivery:
      - A. when unloaded by AS or their nominated transporter once the goods have been lifted from any transport vehicle or conveyance and placed on the ground or loading dock; or
      - B. when unloaded by any other person nominated by the Purchaser.
    - (iii) in any case site handling not included.
11. AS warrants that all goods manufactured and supplied by AS are fit for purpose as to materials, workmanship and conformity to the description of those goods in the quotation.
12. Any defects in goods identified as having been manufactured by AS due to faulty workmanship will be rectified by AS on reasonable notice of such by the Purchaser within twelve (12) months of delivery. AS accepts no liability for defects not notified to it by the Purchaser. The Purchaser will either deliver any faulty goods to AS or assist AS in their rectification.



**DESIGN**  
**MANUFACTURE**  
AND **DELIVER**

13. Any faults in parts or equipment not manufactured by AS, and used in the construction of switchboards supplied by AS, is the responsibility of the supplier of that part or equipment. The benefit of any warranties for those parts and equipment not manufactured by AS will pass to the Purchaser on the payment in full of the invoice for the goods supplied.
14. AS is not liable, to the extent permitted by law, for any consequential loss or damage arising from a fault in goods or services supplied by AS.
15. All goods and services provided by AS will be manufactured and supplied in accordance with the written instructions and drawings provided by the Purchaser.
16. Unless otherwise agreed in writing, either in the quotation or elsewhere, terminations and points of attachment for any cables external to any switchboard supplied by AS will be supplied to suit copper cables within the range nominated in the technical documentation provided by the manufacturer of the relevant switchgear.
17. Drawings for motor control centres are general arrangement drawings only. All single line, wiring and terminal drawings to be provided by others, and all drawings suitable for manufacture must comply with AS1102. AS reserves the right to seek a variation to the quoted or contracted price where additional costs are incurred when AS is required to modify or amend drawings, if any, provided by the Purchaser in order to so comply or if otherwise requested by the Purchaser.
18. Unless otherwise provided for in any quotation provided by AS, supply authority fees, stand-down allowances and site works on public holidays are not included.
19. Any modification, adjustments or variations to any goods supplied by AS, without the express written authority of AS, will void and vitiate any warranties herein or any guarantees imposed by law and render any test certification or IP rating invalid as those relate to those goods.
20. Goods that cannot be accepted on site on the delivery date agreed after drawing approval will be stored and charges at the rate of \$ 150 per week or part thereof shall be added to the quotation price and approved Purchasers with credit accounts shall accept any invoice which includes such additions to the quotation price as if the goods have been delivered on the originally agreed delivery date.
21. These conditions and the quotation contain the entire agreement between the parties and no other promise, representation or statement shall have any effect unless in writing and confirmed by both subject to any written agreements about drawings, specifications and agreed delivery dates and nominated delivery sites which shall also form part of the agreement.
22. Any waiver of any term of this agreement shall be only to the express written consent of that waiver and for no other occasion and for no other term or right.
23. These terms shall be governed by and construed in accordance with the laws of Queensland and any dispute shall be subject to the exclusive jurisdiction of the Queensland Courts and Tribunals.
24. In this document, "we" "our", "us" or "AS" is either Aussie Switchboards Aust Pty Ltd or Aussie Switchboards Qld Pty Ltd trading as "Aussie Switchboards". "You" or "Yours" is the Purchaser.

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