

## FILQUIP Pty Ltd: Terms and Conditions of Sale

- 1.0 Orders:** All orders placed on FILQUIP are subject to these terms and conditions of sale and placement of an order will be deemed to constitute acceptance of these terms and conditions.
- 1.1 Product:** The product sold to the purchaser is as specified in the quotation and is in accordance with the specification for that product.
- 2.0 Delivery:** Details of the delivery are to be agreed upon and carried as per the quotation or as otherwise agreed in writing. The purchaser will arrange for and pay for all insurance from FILQUIP to point of delivery. It is the purchaser's responsibility to request insurance for freight from FILQUIP to point of delivery. If the purchaser does not request insurance, FILQUIP will not be responsible for any damage to goods while in transit.
- 3.0 Inspection of Product:** The purchaser shall inspect all goods delivered within 14 days and any defect or omission of parts will be reported to FILQUIP immediately. If the purchaser fails to give such notice, the product shall be deemed to be in accordance with the agreement and the purchaser shall be bound to accept and pay for the same accordingly.
- 4.0 Payment:** As time for payment for the goods is of the essence, the agreed price for the goods will be payable by the customer on the date(s) determined by Filquip, which may be:
- (i) On delivery of the goods,
  - (ii) Before delivery of the goods,
  - (iii) By way of instalments/progress payments in accordance with FILQUIP'S payment schedule,
  - (iv) The date specified on any invoice or other form as being the date for payment, or
  - (v) Failing any notice to the contrary, the date which is 30 (thirty) days following the date of any invoice given to the customer by FILQUIP.
- Note:** Credit card payments attract a merchant fee of 2.0%
- 4.1 Deposits:** Unless agreed in writing by FILQUIP, deposits that are paid for equipment are non-refundable.
- 5.0 Retention of Title:** All goods shall remain the property of FILQUIP until all accounts due to FILQUIP are paid in full. FILQUIP reserves the right to enter premises and recover goods not paid for in full if the necessity arises.
- 6.0 Price:**
- (i) If the quotation is not accepted within 30 days, FILQUIP reserves the right to re-quote in full.
  - (ii) Unless otherwise stated in writing, this quotation is for supply only.
  - (iii) All prices are ex FILQUIP warehouse (Brisbane or Melbourne) wherever the items are located. unless otherwise stated.
  - (iv) Price includes sea freight and duty into Australia
  - (v) Price *does not* include air freight
  - (vi) Price *does not* include installation unless agreed in writing by FILQUIP
  - (vii) A signed purchase order showing the purchasers ABN number must be forwarded to FILQUIP. Should this not occur, tax will be added to the invoice price at the appropriate rate
  - (viii) This order is not irrevocable and order acceptance will not be on order placement but on FILQUIP's acceptance of the order.
  - (ix) Any price increase that FILQUIP incurs as a result of a hold up in delivery or payment that cannot be attributed to FILQUIP will be passed onto the customer.
- 7.0 Valves:** Unless otherwise stated in writing, all valves are supplied unassembled. (Rotary valves are excluded).
- 8. Drawings:** FILQUIP, only when required, will supply General Arrangement drawings. Detailed manufacturing drawings shall not under any circumstances be given out to customers.
- 9.0 Goods & Services Tax (GST):** Goods and Services Tax is applicable to all orders unless an exemption applies.
- 10.0** Unless otherwise agreed in writing by FILQUIP, any equipment that needs to be removed to make way for FILQUIP equipment shall be at the cost and responsibility of the purchaser.
- 11.0 Information:** It is the purchaser's responsibility to provide FILQUIP with relevant information on products, their characteristics, process requirements and the local environment for use. Failure to do so may result in additional costs being incurred and the purchaser shall pay for these costs in full.
- (I) FILQUIP equipment shall not be used in an environment that it is hazardous or explosive unless FILQUIP has agreed to the suitability of that equipment for that environment. It is the purchaser's responsibility to notify FILQUIP of the potential hazards of the environment for which the equipment will be used in.
  - (II) FILQUIP will not accept liability for any loss or damages as a result of FILQUIP equipment being used in an unsuitable environment or from incorrect or incomplete information being given to it about any such proposed use.
  - (III) FILQUIP strongly recommends that a purchaser consults AS/NZS 4745:2004; Code of practice for handling combustible dusts prior to placing orders for equipment to ensure compliance & suitability of the equipment for the environment.
- 12.0 Manufacturing standards:** Unless agreed in writing, all equipment sold by FILQUIP to the purchaser is manufactured as per the relevant manufacturer's standard manufacturing techniques. While every effort is made to satisfy customer requirements, the relevant manufacturer's standards will take priority over customer requests in the manufacturing process.
- 13.0 Warranty:**
- (i) FILQUIP's warranty covers **Faulty workmanship and Faulty materials.**
  - (ii) FILQUIP will supply parts for all warranty claims ex works (Brisbane or Melbourne) wherever the items are located.
  - (iii) FILQUIP's warranty on products and parts supplied is twelve (12) months from delivery of the product unless otherwise stated in writing.
  - (iv) All parts claimed under warranty must be returned, at the purchaser's expense, to FILQUIP for verification of warranty application.
  - (v) All claims for electrical motor will only be covered up to the value of a replacement motor.
  - (vi) FILQUIP's warranty covers replacement parts only.
  - (vii) FILQUIP's warranty does not include change over costs of replacement parts.
  - (viii) No warranty claim will be accepted if there has been any design change or operational alteration affecting the product provided by FILQUIP unless FILQUIP has specifically authorized the modification or alteration in writing.
  - (ix) No warranty claim will be accepted if the application or process for the use of the FILQUIP product is one for which the FILQUIP product has not been specifically designed or previously approved by FILQUIP in writing. Unauthorized and unspecified uses will void all warranties.
  - (x) No warranty claim will be accepted if the faults occur due to:
    - a. Insufficient, deficient or incorrect maintenance according to the operational manual supplied by FILQUIP.
    - b. Improper installation.
    - c. Abuse of the product.
    - d. Incorrect operational procedures. (E.g. Requiring the equipment to work beyond its stated capacity)
    - e. Normal wear and tear.
- 14.0 Damages:**
- (i) No claim for liquidated damages shall be accepted by FILQUIP unless otherwise stated in writing.
  - (ii) No claim for loss or damage shall be paid for, for any delay caused by strike, lockout, riot, civil commotion, act of God or other like power beyond the control of FILQUIP.
  - (iii) FILQUIP shall not accept liability for bodily injuries, material damage, economic losses or any other consequential loss of any nature howsoever occurring.
- 15.0 Occupational Health & Safety:**
- (i) It is the purchaser's responsibility to provide FILQUIP with relevant Occupational Health & Safety information & requirements with regards to site, process and products.
  - (ii) FILQUIP will not be liable for any misuse or failure to follow manufacturing or installation instructions or authorised or specific use including those matters set out in Clauses 9.0(x) 13.0 hereof and the purchaser remains solely responsible at its own cost for compliance with all occupational health & safety requirements and claims in the customers workplace.
  - (iii) The operation of Divisions 2, 3, 4 & 5 of Part 3 of the Occupational Health & Safety Act 1995 (Qld) or such other like provisions as may from time to time be in force are hereby specifically agreed not to apply.
- 16.0 Insurance:**
- (i) FILQUIP' public liability insurance is limited to \$10 million and any claim against FILQUIP shall be limited to the constraints of this policy.
  - (ii) All FILQUIP employees are covered by its Workers Compensation Insurance Policy.
- 17.0 Return of Goods:** A restocking fee may apply for goods returned for credit.
- 18.0 Jurisdiction:** The laws of the state of Queensland shall apply to this agreement and any disputes arising from the product or its delivery and the parties consent to the exclusive jurisdiction of the Queensland Courts & Tribunals.