

1. Definitions

In these terms and conditions, the following definitions are applicable unless otherwise specifically stated

- a) "Company" refers to Total Precision Pty. Ltd.
- b) "Customer" is the Company or person receiving goods or service from Total Precision.
- c) "Goods" shall mean Goods supplied by the Company to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).
- d) "Services" shall mean all services supplied by the Company to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Services as defined supra).

2. General

Any contract between the Company and its Customers for supply of Goods or Services shall automatically incorporate these conditions of sale which shall prevail over any other conditions attached to any order or acceptance or other written or oral intimation notwithstanding any conditions therein to the contrary and any such other conditions shall not form part of the contract between the Company and the Customer.

3. Quotations

Unless otherwise explicitly specified any quotation shall be valid for only thirty (30) days from the date of issue.

4. Prices

Prices contained in individual written quotations or proposals are for Goods only unless otherwise stated. Shipping, handling, duties, sales taxes, and any other taxes are not included and are the responsibility of the Customer. Prices are Ex-works from the Company store. The Goods pricing, where applicable, is subject to currency variation increasing more than 5% sustained for greater than 3 months. The Company reserves the right to revise the prices without notice.

At the Company sole discretion, a deposit may be required before goods or services are provided. A deposit amount or percentage will be stipulated at the time of the order of the Goods / Service and shall become immediately due and payable.

5. Payment terms

Unless explicitly specified otherwise, payment must be made within 30-days upon the receipt of goods or services.

6. Ordering

If the Customer is requested to provide a Delivery Forecast Schedule on monthly basis, the Delivery Forecast Schedule will list all required shipments for a part for the next 2 months. The near month's forecast shall be considered as Firm Order. The Company shall sell and the Customer shall purchase quantities of the products corresponding with Firm Order. The Purchase Order serves as an order document, ship authorisation, receiving document, payment authorisation based on the Delivery Forecast Schedule.

This agreement constitutes purchase obligation of Customer for the Products in the amounts and at the delivery times as set forth.

7. Title of goods

The Customer hereby acknowledges that the title to and property in the goods supplied by the Company and the right to possession thereof shall not pass from the Company until all payments as herein set forth have been fully made by the Customer in cash.

8. Delivery

Any proposed delivery date is indicative only and is subject to change due to any cause beyond Company's control.

Under no circumstances shall the Company have any liability whatsoever for loss of good ordered, or for any

direct or consequential damages resulting from the delay in delivery.

9. Shipment

The Company is not responsible to prepay transportation or insurance cost. On customer request, the company may assist the customer with the selection of suitable shipping agency.

10. Insurance

The Company's liability for loss or damage to the goods covered by this order is limited to the events which have occurred prior to the transfer goods out of the Company store to the Customer's carrier. Any subsequent damage or loss of the goods is at the Customer's risk.

11. Inspection

The Customer shall have seven (7) days after receipt of the goods to inspect and either accept or provide notice of objection and/or rejection. If it is rejected, notice must be given to the Company so that it will arrive no later than ten (10) days after receipt of the item by the Customer. Failure to act so shall constitute an irrevocable acceptance by the Customer of the item. Any objection and/or rejection by the Customer must be in writing and state with specificity all defects and non-conformities upon which Customer will rely to support its rejection. All defects and non-conformities, which are not specified, are waived.

12. Warranty

Subject to the conditions of warranty set out in Clause 11 the Company warrant that if any defect in any workmanship manufacturer by the Company becomes apparent and is reported to the Company within a time frame stipulated at the time of the order of the Goods / Services of the date of delivery (time being of the essence) then the Company will (at the Company discretion) repair the defect or replace the workmanship.

The conditions applicable to the warranty given are:

- a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - i. Failure on the part of the Customer to properly maintain any Goods; or
 - ii. Failure on the part of the Customer to follow any instructions or guidelines provided by the Company; or
 - iii. Failure on the part of the Customer to have the Goods installed by suitably qualified operator; or
 - iv. Any use of any Goods otherwise than for any application specified on a quote or order form; or
 - v. The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - vi. Fair wear and tear, any accident or act of God
- b) The warranty shall cease and the Company shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, or overhauled without the Company's consent.
- c) In respect of all claims the Company shall not be liable to compensate the Customer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Customers claim.

For Goods not manufactured by the Company the warranty shall be the current warranty provided by the manufacturer of the Goods. The Company shall be under no liability whatsoever except for the express conditions detailed and stipulated in the manufacturers warranty

13. Indemnification

To the fullest extent permitted by law, the Company shall have no liability:

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(a) of any kind whatsoever to the Customer in respect of goods or services supplied by the Company except as provided in the Warranty clause above; nor

(b) without limiting the generality of the foregoing, for any personal injury or property damage of any kind (including any personal injury or property damage suffered by any third party including, without limitation, by any employees, agents or contractors of the Customer) arising out of the supply by the Company to the Customer of goods or services, but the Customer will keep the Company indemnified as a continuing indemnity and shall save harmless the Company against all proceedings, claims, demands, costs and expenses made against or incurred by the Company in respect of any such personal injury or property damage (regardless of whether the proceedings, claims, demands, costs or expenses are brought, demanded or sought by the Customer or by any third party). It is the responsibility of the Customer to ensure that the installation of the goods is safe and complies with all safety requirements and standards applicable under the law of the country or state in which the goods will be used.

Without limiting the generality of the indemnity set out earlier in this clause, the Customer shall indemnify as a continuing indemnity and save harmless the Company against all proceedings, claims, demands, costs and expenses made against or incurred by the Company which arise, whether wholly or partially, out of any installation of the goods by the Customer or its employees, agents or contractors which is unsafe, improper, non-compliant with applicable standards or is negligent.

14. Limitation of Company's liability

To the fullest extent permitted by law: (a) all warranties (other than those given in the Warranty clause above), whether express or implied, are hereby excluded; and (b) under no circumstances shall the Company be liable for consequential or incidental damages, including but not limited to: loss of profits or revenues; damage to goodwill or reputation; increased costs; damage to equipment, tooling, premises, or work-in process; cost of capital; cost of purchased power; substitute or additional equipment, facilities or services; cost of production interruption or start-up; or the claims of third parties for such damages.

15. Time for, and amount of, general claims

To the fullest extent permitted by law: (a) the Company shall have no liability of any kind whatsoever (except for liability under the *Australian Consumer Law*) to the Customer in respect of any claim if the Customer fails to institute proceedings in a Court or tribunal of competent jurisdiction within 12 months of the date that the Customer takes possession of the relevant goods or, in the case of the provision of services, within 12 months of the date of the provision of such services; and (b) the Company's liability of any kind whatsoever (except for liability under the *Australian Consumer Law*) to the Customer in respect of any claim shall be limited to the amount of the price paid by the Customer for the goods or services to which the claim relates.

16. Time for ACL claims

To the fullest extent permitted by law the Company shall have no liability of any kind arising under the *Australian Consumer Law* to the Customer in respect of any claim if the Customer fails to institute proceedings in a Court or tribunal of competent jurisdiction within 12 months of the date that the Customer takes possession of the relevant goods or, in the case of the provision of services, within 12 months of the date of the provision of such services.

17. Amount of ACL claims

To the fullest extent permitted by law, the Company's liability of any kind arising under the *Australian Consumer Law* to the Customer in respect of any claim shall be limited to the amount of the price paid by the Customer for the goods or services to which the claim relates.

18. Manner of operation of limitation clauses

The limitations of liability provided for in each of clauses 12, 13, 14, 15, and 16 are each independent of, in addition to, and do not derogate from or otherwise affect the operation of, the limitations of liability provided for in each such other clause.

19. Disclaimer

All descriptions, shipping specifications and illustrations of the goods & services in catalogues and brochures or otherwise provided by the Company are intended for general guidance only and the Company is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them.

20. Cancellation

Each Customer order is considered an irrevocable offer to purchase and is non-cancellable after it has been accepted by Company. Any deviation from this policy must have written approval of Company. The Customer will be held responsible for all charges including, but not limited to, any additional charges, which may arise as a result of any cancellation.

The Company may cancel these terms and conditions or cancel delivery of Goods or Services at any time before the Goods are delivered by giving written notice. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

21. Force Majeure

No liability will be accepted for any failure of, or delay in, performance where performance is wholly or partially delayed, hindered or prevented by any circumstances which is not within the Company's immediate control including but not limited to fire, storm, flood, earthquake, accident, act of God, war, materials or labour shortage, delay of transport and compliance with any order or request of a Government or other public authority or force majeure of any kind.

22. Governing law and jurisdiction

These terms and all supply of goods and services by Company to the Customer will be governed by laws of the State of Victoria, Australia. The Company and the Customer submit all disputes arising between them arising out of, or in any way connected to, all or any supplies of goods and services by the Company to the Customer to the exclusive jurisdiction of the courts of the State of Victoria and of the Commonwealth of Australia, including such courts having appellate jurisdiction.

23. Severance

If the whole or any part of a provision of this document is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause is of no effect if the severance alters the basic nature of this document.

24. AS9100 Frameworks and Quality Systems

The Customer shall not assume that AS9100 frameworks and quality systems apply to quote/s and subsequent order/s unless the requirements have been explicitly detailed from the Customer to the Company. Unless the requirement for adhering to the AS9100 frameworks and quality systems is explicitly stated within the customer purchase order, then it is understood by both parties that the AS9100 frameworks and quality systems does not apply.

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