

## GENERAL CONDITIONS OF QUOTATION AND SUPPLY

### GENERAL

1.1 The acceptance of our quotation and/or supply of goods includes the acceptance of the following terms and conditions. In the event of a Purchaser's official order form and/or attachments containing special printed conditions, it is understood that such conditions are only binding in so far as they are not at variance with our own terms and conditions.

1.2 The Company as referred to below shall mean **AMBIT INSTRUMENTS PTY. LTD.**

1.3 The Purchaser as referred to below shall mean the purchaser of the goods, the subject hereof.

### CREDIT

1.4 Credit trading can only commence after credit facilities have been established and confirmed in writing by the Company. An "Application for Credit" forms part of this document. All other trading is on a cash with order basis.

1.5 Upon "signed" acceptance of our "General Conditions of Quotation and Supply" the Company will advise the Purchaser in writing of the credit limit that has been initially set for commencement of business between the parties.

1.6 Unless specifically agreed to in writing by the Company, set limits of credit cannot be exceeded and whilst the Company may agree to accept further orders from the Purchaser such orders will not be processed for delivery until such time as the "current" account is settled in full or (at the option of the Company) reduced to a balance such that the price or further order/s shall not extend the outstanding amount beyond the credit limit.

1.7 The Company will not accept applications for credit limit review, however, adjustment decisions will be based on past payment performance.

1.8 The Company reserves the right to withdraw established credit facilities without prior notice and to require payment of any outstanding balance forthwith.

### PRICES

1.9 All prices given in our printed price lists and quotations are subject to alteration without prior notice unless otherwise agreed in writing.

1.10 The Company reserves the right to impose a minimum invoice charge, regardless of the price of the goods, details on request.

1.11 Order/s received at a date being thirty or more days from the date of quotation will be deemed at the price in the Company's printed price list then in force notwithstanding that such price is higher than at applicable at the time of quotation if this be the case.

### TITLE

1.12 **Pending receipt of payment for the goods the subject matter hereof, clear title to the property therein shall remain with and in the Company and the Purchaser shall be the lawful bailee of the goods subject only to its right hereby granted to use and install or otherwise properly deal with the goods in the normal course of its business, which right shall terminate unconditionally in the event that the Purchaser is in breach of its credit arrangement with the Company.**

**The goods shall be at the risk of the Purchaser, regardless of the ownership thereof, upon transfer of control of the goods into the possession of the Purchaser or the carrier to the Purchaser at the Company's premises (or elsewhere if that be the case and whether the carrier has been engaged by the Company or the Purchaser) whichever shall be the earlier occurrence.**

**So long as the title to the goods shall not have passed in accordance with the foregoing provisions the Company (and its duly authorized agent/s) shall be entitled to access during business hours to the premises of the Purchaser for purpose of repossessing the goods.**

1.13 Unless otherwise specified, quoted prices for imported items will be based on the National Australia Bank "selling" exchange rate at the date of quotation and such prices will allow for a deviation of +/-2% in the exchange rate from the date of quotation without price adjustment.

If however at the time of delivery of the goods the then exchange rate is outside the above mentioned deviation then the Company reserves the right to adjust the quoted price/s to reflect any excess deviation.

### PAYMENT

1.14 Unless otherwise agreed, payment is due **THIRTY DAYS FROM THE INVOICE DATE OF ALL OR ANY PART OF AN ORDER.**

1.15 The company reserves the right to charge interest on overdue accounts at a rate of not less than the current Bank overdraft rate per calendar month or any part thereof and the price of the goods for all purposes be deemed to be the sum of the quoted price together with such interest.

1.16 Unless stated in our quotation and/or invoice, discounts will not be allowed. Discounts that are offered for payment within a particular period will automatically become cancelled if payment is not received by the Company within the defined period and the agreed price shall be deemed to be the undiscounted price.

### DELIVERY

1.17 Unless otherwise specified all prices are ex our premises, and freight will be via a carrier of our choice to the Purchasers account with the Company. Purchasers who wish to nominate their own carrier are entirely responsible for all the necessary arrangements and associated costs.

1.18 Deliveries via post or rail will be invoiced at the postage/rail cost plus a handling fee not less than our local freight charge at that time.

1.19 Any delivery period or date offered by the Company is our best estimate only and we shall not be liable for the consequence of any delay. Any delay in delivery of part or the complete order will not be grounds for refusing to accept delivery of the same.

1.20 Where specifications are to be supplied by the Purchaser such shall be supplied in reasonable time to enable us to complete delivery within the period offered by the Company. In the event of complete working specifications not being received by the Company within such reasonable time we reserve the right to make modifications in the price and terms of the order as are incurred by reason of any such delayed instructions.

## **CANCELLATIONS**

1.21 Orders cannot be cancelled except with the Company's consent which may be withheld without reason or granted subject to such condition such as the Company at its sole discretion may stipulate.

## **RETURNS**

1.22 Returns for credit will only be accepted against "standard" stock items and then only with the Company's prior approval (which may be withheld without reason or granted subject to such conditions as the Company at its sole discretion may stipulate). Such returns will always be subject to a handling fee of 10% of the "current list price" value of the goods but not less than our minimum invoice charge (see 3.2 above).

1.23 Under no circumstances can the Company entertain credit claims for non-stock, specially manufactured, or specially imported items.

## **INDEMNITY**

1.24 The Purchaser will indemnify the Company against all damage, penalties, costs and expenses to which the Company may become liable as a result of work performed in accordance with the Purchaser's specification which involves the infringement of any letters, patent, or registered design of any third party.

## **TOOLING**

1.25 Any tooling, jigs or fixtures that are required as an aid to manufacture goods to the Purchasers specification may at the discretion of the Company carry a charge, which would in advance be quoted to the Purchaser, such a charge would represent a proportion of the total cost only and full title and possession of any such equipment always remains to the Company.

## **SPECIAL CONTRACTS**

1.26 **STOCK HOLDING.** In the event that goods or materials are specifically purchased and stocked by the Company to satisfy an "agreed" contractual understanding with the Purchaser then the Purchaser agrees that in the event of a cessation of business between the Purchaser and his customer/s clients or other event that concludes in such stocks being no longer required, the Purchaser will indemnify the Company from all loss and agree to clear all remaining stocks together with payment in full within 7 days of cessation of such business being known to both or either party.

1.27 Special contracts shall be delivered by the Company and accepted by the Purchaser at the agreed contract "quantity" rate regardless of any change in the quantity rate requirement unless specifically agreed to in writing by the Company.

## **PACKING**

1.28 When goods require special packing, such packing will be charged for, but will not be returnable for credit

## **G.S.T**

1.29 G.S.T will be charged and shown on our invoice as a separate item.

## **GUARANTEE**

1.30 The goods in our offer or of our supply re normally guaranteed by the manufacturer, under these circumstances our guarantee liability does not extend beyond that of the manufacturer. Goods of our own manufacture (unless otherwise stated) are guaranteed for a period of 12 calendar months from the date of supply. At our discretion, we will replace or repair any goods found to be defective and this shall be the full measure of our liability.

## **LIMIT OF LIABILITY LOSS**

1.31 The Company will undertake to replace any goods, which are provided to our satisfaction to have been lost or damage during transit, provided that in the case of damaged goods we are notified within 3 days of the receipt of our invoice, and both the Company and the carriers are advised in writing of the non-arrival or loss of goods. In all cases our liability is limited to the invoice value of the goods damaged or lost, and such goods will only be replaced at this value if no extra costs are incurred by the Company.

## **QUOTATION VALIDITY**

1.32 Unless otherwise stated in writing all quotations have a validity period of 30 days from the quotation date.