AFLEX PTY LTD - GENERAL TERMS OF QUOTATION AND SALE

1. DEFINITIONS

In these terms and conditions:
"Company" means Aflex Pty Ltd ABN 73 070 676 201.

"Customer" means any person, company or other entity that requests a Quotation from, places an Order with, or accepts Goods from the Company, whether or not that party holds a credit account with the Company.

"Account Customer" means a Customer that the Company has approved for credit in writing following an Application for Credit Account.

"Non-Account Customer" means any Customer that is not an Account Customer.

"Goods" means all goods and services supplied by the Company to the Customer, including design, fabrication, testing and documentation.

"Order" means a purchase order or other written instruction from the Customer to supply Goods.

"Quotation" means a written quotation issued by the Company, identified by quote number and revision.

Marine supply. Where Goods are ordered for a vessel, the Customer includes the vessel's registered owners, managers and operators, who are jointly and severally liable for payment. Any party placing an Order as agent for the vessel or its owners is also liable as principal.

2. APPLICATION OF TERMS

All goods sold or supplied by the Company to the customer are sold on these terms and conditions. These terms and conditions (which can only be waived in writing by the Company) shall prevail over the terms and conditions of the Customer's order to the extent of any inconsistency.

3. DELIVERY

Delivery times made known to the Customer are estimates only. The Company shall not be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late delivery.

4. PAYMENT

Non account customers: the purchase price for the goods is payable in full prior to dispatch or within 4 weeks of order placement, whichever occurs first.

Account Customers: Once credit terms have been agreed by the Company, then payment in full is due in accordance with those credit terms. The Company may at any time without notice terminate or suspend any right of the Customer to purchase goods on credit. Standard payment terms for account customers are 30 days from the end of the month (EOM) of the date of invoice. See also Paragraph 12 – Progress Payments

5. RETENTION OF TITLE

Full legal and equitable title in the goods shall be retained by the Company until such time as the whole of the purchase price has been received in cleared funds by the Company. Until that time the Company may enter the Customer's premises (or the premises of any associated person where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods. If the goods are resold by the Customer, the Customer shall hold the proceeds (or such part of the proceeds as represents the purchase price payable by the Customer to the Company) in trust for the Company. The Customer shall pay any such amount to the Company upon request. The Company shall be entitled to trace proceeds arising from any sale or disposal of the goods. The Customer shall at the Company's request assign to the Company all claims which the Customer may have against any purchaser or other holder of the goods.

6. RISK

Risk in the goods shall pass to the Customer upon delivery, or at such earlier time as the Company may notify the Customer.

7. **LIABILITY**

To the fullest extent permitted by law all express and implied warranties and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for any purpose or otherwise are expressly excluded and the Company shall not be liable for any physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply or operation of the goods or arising out of the Company's negligence or in any other way whatsoever.

The Company's liability for a breach of a condition or warranty which by law is incapable of exclusion is limited (but only to the extent permitted by law) at the Company's option to:
(a) refunding the price paid for the goods; or
(b) replacement of the goods or the supply of equivalent goods; or (c) repair of the goods; or
(d) the cost of repairing the goods or replacing the goods with equivalent goods.

Regarding liability of designs and advice given during quote or order stage of any job or project, Aflex states that all advice given is accepted at the risk of the customer. Whilst all care has been made regarding advice no warranty is made as to the accuracy or reliability of the information contained in any design or quotation. Aflex Pty Ltd disclaims all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on anything contained in or omitted from any design or quotation. It is solely the customers liability to check the suitability of any offer, comment, or design from Aflex Pty Ltd to be suitable for the application.

Testing and compliance to any regulatory code or codes (such as Australian Standards, American ASME or similar) is not included on our offer, quote or completed jobs unless the regulatory code is explicitly stated in our quotation. Our quote shall not be inclusive of any additional testing or inspection other than stated on our quotation. If no testing or inspection is noted, then none is offered. The design and testing are limited only to what is offered in our quote regardless of what code or standard the Customer is applying to our products. If the products are to be used in an application where statutory codes are required but the product supplied by us was not offered or manufactured to a code then we accept no liability or consequences for non-compliance to any code or testing requirements. The customer cannot retrospectively apply a code to our products. Any codes or statutory requirements on the customer purchase order that were not included or offered in our quote shall not apply to any product supplied by us.

8. GOVERNING LAW
These terms and conditions and matters relating to the supply of the goods shall be governed by the laws of New South Wales, Australia, irrespective of the place in which the goods are to be delivered. The Customer submits to the nonexclusive jurisdiction of the Courts of New South Wales.

9. TAXATION
The GST surcharge has not been included in our tender price and will be payable by the purchaser in accordance with Australian Government regulations.

10. PRIVACY
The Company requires certain information to process a credit application from the Customer. Wherever possible the Company will ask for the information directly, however it may be necessary to contact other people and organisations, such as credit reference agencies or referees to collect information about the Customer. We may disclose this information to our relevant staff and to our agents, contractors, and third-party suppliers. We will give the Customer the opportunity to access the information we hold about it and where necessary, correct any errors in this information (some restrictions and costs may apply). Where personal information is provided by the Customer, (for example information regarding the Customer's Directors, Proprietors, or Partners), we seek assurance that the information has been collected with the knowledge and consent of the person(s) concerned.

11. WARRANTY
The Company warrants that its products will be free from defects and will operate satisfactorily for a period of 12 months from the date of dispatch, when operated under the conditions for which they were designed.

The Company will accept no other charges, for freight, labor, materials or damage and shall have no liability whatsoever for payment of consequential or incidental damages including installation costs, damages for personal injury or property, or costs related to lost time. No other warranty is expressed or implied.

Failure to operate the product under design conditions, failure to handle/install the product in accordance with our instructions, or any interference with the Product will result in voiding of our Warranty.

12. PROGRESS PAYMENTS

Orders over $30,000 for account customers may be subject to progress payments as per the following schedule:
50% within 2 weeks of order placement
50% on 30 day EOM terms

13. LEAD TIME

Quoted delivery time is from receipt of a Purchase Order with reference to the specific quote and revision number.