

QUEST ELECTRONICS Pty Limited
ABN 83 003 501 282 / ACN 003 501 282 (the Supplier)
GENERAL TERMS & CONDITIONS OF SALE

Unless otherwise stated in writing the following conditions will apply:-

1.0 ACCEPTANCE

In the event of any inconsistency between these conditions and those printed on the Recipient's order/s, these conditions will prevail.

2.0 PRICES

- 2.1 All quotations are firm for a period of 30 days from the date thereof; after that time they are subject to confirmation by Supplier in writing.
- 2.2 All sales are ex-store point of consignment. Property in goods passes to the Recipient when the goods are loaded at the Supplier's premises for conveyance to the Recipient. Freight cost and risk of loss in transit are the responsibility of the Recipient.
- 2.3 All prices of imported goods quoted are based upon the F.O.B. price of Supplier's supplier and the rates of exchange, freight, insurance and customs or statutory duty ruling at the date of quotation. The quoted price may be varied by the same amount by which Supplier's actual costs have been varied as a result of any change in the said rates.
- 2.4 All published prices are subject to alteration without notice.

3.0 GST

- 3.1 Goods and Services Tax is included in all prices and the amount included is indicated on tax invoices.
- 3.2 There are no GST exemptions. It is the responsibility of the Recipient to seek GST rebates from the Australian Tax Office in accordance with GST legislation.
- 3.3 The Recipient indemnifies the Supplier against all claims arising from incorrect GST information.

4.0 DELIVERY TIME

- 4.1 All quoted delivery or consignment dates are estimates only, given without engagement.
- 4.2 Supplier will not be liable to pay damages or compensation for any injury or loss sustained by Recipient:-
 - (i) in the event of a delay in consignment or delivery of goods;
 - (ii) in the event of non-delivery.
- 4.3 If the delivery of goods is subject to release by Recipient, the agreed price set forth in an order shall only apply if the quantity is released in accordance with the release requirement of that order; or when no release requirements are specified, if the full quantity is supplied within 12 months from the date of order. If a lesser amount is so released or so scheduled for consignment, Supplier's standard prices, for the quantity actually consigned, in effect at time of order, or at Supplier's option at time of consignment, shall apply.
- 4.4 Goods offered ex-stock by Supplier are subject to prior sale.
- 4.5 In the event of any happening beyond Supplier's reasonable control in consequence of which Supplier cannot effect consignment by the time or times quoted or specified, Supplier shall be entitled to consign part only of an order, suspend consignment or extend the time for consignment, for a period during which such cause of delay operates, or may cancel the order. In the event of such suspension, extension or cancellation, Supplier shall not be liable for any damages.

5.0 PAYMENT

The Supplier is not a credit provider nor money-lender.

- (a) All invoices are payable in full:-
 - (i) Before the goods are despatched to the Recipient; or
 - (ii) To approved purchasers, within 30 days after invoice date of the goods
- (b) Unless the Recipient has established account facilities with the Supplier, orders will only be accepted on a Cash Before Despatch basis. Cheques will be accepted, but goods will not be despatched until full payment has been credited to the Supplier's account by its bankers.
- (c) An account statement will be issued when nett payment is not received by the Supplier within thirty days after invoice date. A clerical fee of \$11.00 including GST will be charged to the Recipient in addition to the amount outstanding.
- (d) An account statement will be issued when nett payment is not received by the Supplier within thirty days after the account statement date. A clerical fee of \$11.00 including GST will be charged to the Recipient in addition to the amount outstanding.
- (e) The Recipient indemnifies the Supplier against all claims, charges, disbursements and fees incurred as a result of any payments made by the Recipient which are subsequently dishonoured, withheld or withdrawn for any reason.
- (f) If the Recipient does not pay the nett outstanding amount and any additional clerical and other fees in accordance with paragraphs (a) through to (e) of this clause within ninety (90) days after invoice date, collection procedures will be commenced and an additional amount equal to 10% of that outstanding, in addition to any costs awarded by order of a court or incurred as a result of other legal course of recovery and including the costs of collection and GST if applicable will be payable to the Supplier.
- (g) The Supplier reserves the right to suspend deliveries without liability where payment is not received in accordance with paragraphs (a) through to (f) of this clause.
- (h) The Supplier reserves the right to withdraw account facilities as may have been extended to the Recipient where payment is not received in accordance with paragraphs (a) through to (f) of this clause or for any other reason objectionable to the Supplier.

6.0 RETURN OF GOODS

It is a condition of the sale of goods that the Supplier is not obligated to accept in any circumstance, the return of goods for refund. The following conditions relating to the return of goods for refund apply to all goods returned for this purpose with the approval of the Supplier.

- (a) Prior arrangements must be made for all goods to be returned. Authorisation must be obtained from the Supplier in the form of a Return Authorisation (RA) number issued by the Supplier. The Recipient's written request for refund and supporting documentation accompanying the goods must quote this RA number, the original invoice number and date on which the goods were supplied. Any goods returned unaccompanied by an RA number and proper documentation will not be the responsibility of the Supplier and will only be returned to the Recipient with freight prepaid by the Recipient.
- (b) Packaging:- Where goods were originally supplied in a special Manufacturer's carton, any return for refund shall be made in that original carton and the goods shall be in

their original and unmarked condition, complete with all internal packing, manuals and accessories, etc. as supplied.

- (c) Freight:- Without exception all freight, insurance and transport charges are the responsibility of the Recipient. If not provided by the Recipient, such costs will be deducted from the amount of any refund.
- (d) Where goods are returned as "not wanted" or "incorrectly ordered" 20% of the invoice value or a minimum charge of \$22.00 including GST will be levied;
- (e) Goods not returnable:- The following goods cannot be returned for refund under any conditions or circumstances whatsoever:-
 - (i) Any goods specially acquired for the Recipient
 - (ii) Any goods specially made or modified for the Recipient
 - (iii) Any goods altered or damaged by the Recipient
 - (iv) Any goods lost or damaged in transit
 - (v) Any goods having an invoice value of twenty-two dollars (\$22.00) or less
 - (vi) Any goods ordered verbally by the Recipient
 - (vii) Goods sold to the Recipient as used or second-hand
 - (viii) Any goods offered as a "Special" and specifically excluding returns.
- (f) Identification:- No responsibility will be accepted for any delays in refunding caused by goods being incorrectly addressed or returned without an RA number and proper documentation or lost/damaged in transit.

7.0 PURCHASE ORDERS

- 7.1 Without exception all verbal orders are accepted at the sole risk of the Recipient. The Supplier will not be liable to pay damages or compensation for any injury or loss sustained by Recipient in any case where the Recipient elects to order verbally.
- 7.2 No order may be cancelled by Recipient, except if application for cancellation under this clause is made by Recipient in writing to Supplier before goods are despatched
- 7.4 No order may be cancelled by Recipient if replacement stock has been ordered or commenced to be manufactured by Supplier.

8.0 PATENT RIGHTS

The sale of goods and the publication of any information or technical data relating to such goods does not imply freedom from patent or other protective rights and the Supplier accepts no liability for infringement of such rights.

9.0 THE PRODUCTS

- (a) The Supplier extends to the Recipient such express warranties as are offered by the original manufacturer. The Supplier will have no liability arising from supply, use of, or inability to use the goods and will have no liability for consequential loss in any event.
- (b) Prior arrangements must be made for any goods to be returned for warranty claim. Authorisation must be obtained from the Supplier in the form of a Return Authorisation (RA) number issued by the Supplier. The Recipient's written warranty claim describing any problem/s must accompany the goods and must quote this RA number, the original invoice number and date on which the goods were supplied. Any goods returned without an RA number and documentation as described in this paragraph will be the responsibility of the Recipient and will not be recognised nor processed by the Supplier.
- (c) Returned goods if found not to be defective will be subject to a minimum service charge of \$33.00 including GST per item.
- (d) All freight and related charges to and from the Supplier's premises are at the Recipient's expense.
- (e) Every effort is made by the Supplier to ensure the accuracy of any technical data or literature made available in relation to the goods. However, the Supplier accepts no liability for any damage or injury arising from any error or omissions in such technical data.
- (f) The Supplier will not be liable to repair or replace under warranty any goods which have been subjected to misuse, neglect, accident, improper installation, improper use or in violation of any instructions.

10.0 GOVERNING LAWS

The validity, performance and construction of this and any contract between Supplier and Recipient shall be governed in all respects by the laws of the State of New South Wales and the Commonwealth of Australia.

11.0 CONSUMER PURCHASES

Nothing in these terms and conditions of sale shall affect the rights of a Recipient who acquires goods as a consumer within the meaning of the Trade Practices Act, or of any other law of the Commonwealth, or of any State or Territory provided that where that purchaser is a consumer within the meaning of the said Act and the goods are not of a kind ordinarily acquired for personal domestic or household use or consumption, then Supplier's liability for a breach of condition or warranty implied by the said Act (other than a condition or warranty implied by Section 69) shall be limited to the repair of the goods or at Supplier's option the replacement of the goods or the supply of equivalent goods.

12.0 GENERAL

- (a) If these Conditions of Sale which shall only be varied, modified or rescinded by written agreement (executed by the Supplier) shall differ in respect from the Recipient's order or the Supplier's acceptances or confirmation then these Conditions of Sale shall prevail.
- (b) The Supplier reserves the right to refuse at its absolute discretion any order based on a quotation within seven (7) days after the order is received and at any time to refuse to accept or proceed with any order should the Recipient's trade references be unsatisfactory to the Supplier.
- (c) If by any reason of any legislation, regulation, government action or other cause beyond the Supplier's control any charge, import duty or expenditure of any kind which is not at present chargeable or applicable, is imposed becomes payable or applicable, or is incurred upon, to, or as a result of the goods hereby sold it will be to the Recipient's account.

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