

**HIROTEC GROUP
GENERAL TERMS AND CONDITIONS OF ORDER**

1. INTERPRETATION

In these terms and conditions Hirotec means any one of the individual companies that are part of the Hirotec Group as detailed below, (a) to (d), and Seller (Supplier) means the seller/vendor who accepts Hirotec's order for the purchase/hire of goods/service.

- (a) Hirotec Engineering Pty Ltd ACN 054 754 111
- (b) Hirotec Technologies Pty Ltd ACN 053 451 424
- (c) Hirotec Maintenance Pty Ltd ACN 075 569 541
- (d) Hirotec International Pty Ltd ACN 057 387 247

2. ACCEPTANCE OF HIROTEC'S ORDER

These terms and conditions shall apply to every purchase/hire of goods or services between Hirotec and Seller and any terms and conditions of Seller's supply deviating from or inconsistent with these terms and conditions are expressly rejected by Hirotec. This rejection also extends to any statement by Seller that Seller's terms and conditions shall prevail and to any stipulation by Seller as to the manner of declaring such rejection.

A contract shall only be or be deemed to have been entered into between Hirotec and Seller for the supply of goods or services when upon an order having been placed by Hirotec with the Seller for goods or services, that order has been allocated an identifying number and signed by authorised personnel recognised by Hirotec. The provisions of this clause shall apply to every Hirotec order for the purchase/hire of goods or services.

3. PRICES & PAYMENT

Hirotec's order is based on the Seller's contract/quoted/list price. The Seller's price must clearly stipulate any inclusions, exclusions and statutory taxes/charges. Any requests for variation must be submitted prior to the supply of the goods or service and be accepted by Hirotec (such acceptance of variation may be made and communicated by Hirotec in writing or by overt act of acceptance) prior to any alteration to Seller's original price. Unless otherwise agreed in writing, payment for goods and/or services ordered shall be made by Hirotec forty five (45) days from the end of the month in which the Sellers original invoice is received at Hirotec's office by the 25th day of that month.

4. DELIVERY AND RISK

Risk in any goods being supplied by the Seller will not pass to Hirotec until such goods have been delivered to Hirotec's requested destination and are accepted by Hirotec. Seller shall be responsible for arranging delivery and insurance of the goods. Hirotec shall not be liable to Seller in the event of any failure to arrange insurance.

Seller shall use all reasonable endeavours to meet agreed delivery dates and shall be liable to Hirotec for any loss or damage suffered by Hirotec due to the Seller not complying with agreed timeframes in delivering goods, supplying services or otherwise performing any of its contractual obligations due to any cause or circumstance of any kind whatsoever. In addition to any loss or damage suffered, Hirotec reserves the right to impose a delay charge equal to eighteen percent (18%) per annum of order value for the duration of time in excess of that originally agreed for delivery/supply.

Delivery dates shall not be varied once they have been agreed, without Hirotec's prior written consent.

5. RETENTION OF TITLE

Title of goods will pass to Hirotec on delivery.

6. CLAIMS

Hirotec shall inspect all goods and services supplied by Seller upon delivery/completion of works. Seller shall be liable for any shortages in items supplied, poor workmanship, non-performance in accordance with agreed specification or any other errors in delivery of goods or services and must correct any discrepancy to that detailed in original specification/order within seven (7) days from delivery/supply.

7. CANCELLATION AND RETURNS

Hirotec may return goods supplied for credit at any time, provided the goods are returned in their original condition. Seller agrees to reimburse Hirotec for any cost incurred in sorting, inspecting and packing goods for return.

Hirotec reserves the right to cancel, in whole or in part, any contract for the supply of goods or services before delivery has been made without incurring any cancellation costs or any other charge relating to cancellation of order.

8. WARRANTY

Seller warrants goods supplied by it to be free from defects in materials and workmanship and as its sole liability to Hirotec in respect of that warranty, Seller shall, repair and or replace goods that are defective at Hirotec's option.

Seller warrants to perform services with reasonable care and skill and shall investigate any bona fide complaint that any services have been performed unsatisfactorily and as its sole liability to Hirotec in respect of that warranty, Seller shall supply those services again at no extra charge to Hirotec.

Certain legislation, including Trade Practices Act 1974, imply warranties or conditions or impose obligations upon Seller which cannot be excluded, restricted or modified or which cannot be excluded, limited or modified except to limited extent. These conditions must be read and construed subject to such statutory provisions.

9. LIABILITY

To the extent permitted by law, Seller shall be liable to Hirotec for any loss, damage or expense sustained or incurred by Hirotec or any other party in consequence of or resulting directly or indirectly out of the supply of goods or services by Seller, the use or performance thereof, any breach by Seller of any contract incorporating these Conditions or the negligence of Seller.

10. NON-AVAILABILITY AND SUBSTITUTES

Every effort shall be made to fulfill Hirotec's orders for goods or services by Seller and Seller shall be liable for any loss or damage arising through non-availability of stock or performance of services contrary to that previously agreed upon acceptance of Hirotec's order.

Hirotec reserves the right to make changes in the construction and/or design of goods and services ordered provided reasonable notice is given to Seller.

11. GOODS AND SERVICES TAX (GST)

'GST' means the tax imposed pursuant to A New Tax System (Goods and Services Tax) Act 1999 (C'wealth).

All prices and fees offered by the Seller should clearly disclose any GST applicable.

In the event that the Seller's costs increase/decrease as a result of GST, the Seller shall be entitled to adjust the amounts, in accordance with the agreed Specification, by any amount proportionate to the proportional increase/decrease in costs of the Seller, provided this increase/decrease was clearly disclosed by Seller to Hirotec at time of order.

If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (hereafter in this clause referred to as taxes), the consideration payable by Hirotec of the supply made under this order will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.

Each party warrants that at the time any supply is made under this order under which GST is imposed, that party is or will be registered under the GST law. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the other party who is seeking such evidence.

Any invoice rendered by a party to the agreement that seeks to recover an amount of GST payable by that party must conform to the requirements for a tax invoice (as that term is defined in the GST law). If requested to do so by the recipient of the supply the supplier must provide a tax invoice within fourteen (14) days.

12. LAW AND JURISTITION

The construction, validity and performance of any contract incorporating these Conditions shall be governed by the laws of the State of New South Wales and Seller shall submit to the jurisdiction of the Courts of that State.

13. GENERAL

All clerical errors are subject to correction and shall not bind Hirotec.

No employee of Hirotec is authorised to bind Hirotec unless Hirotec has given Seller express written notice to that effect.

Seller must obtain Hirotec's approval prior to Seller sub-letting the undertaking of any component of Hirotec's order.

No liability exists which requires Hirotec to make any such payment in respect of Worker's Compensation Insurance and Long Service Entitlements to those persons working either directly or indirectly under the Seller.

The invalidity or unenforceability of any provision of these Conditions shall not affect the validity or enforceability of the remaining provisions.

Hirotec's failure to enforce, at any time or for any period of time, any term of any contract incorporating these Conditions shall not constitute a waiver of such terms and shall in no way affect its right later to enforce it. The Conditions above set forth shall prevail over and nullify any similar terms, conditions, acknowledgements or other printed form of the Seller.

Headings are included for ease of reference and do not form part of or affect the interpretation of these Conditions.

These Conditions bind Hirotec, seller and their respective successors and assigns.

The Seller shall comply with all laws and regulations of the Commonwealth and States and Territories of Australia and provide all necessary information to, and obtain necessary permits, approvals, licenses, consents, authorisation and exemptions from, any government authority or other appropriate body, in respect of Sellers delivery of goods and/or services in accordance with Hirotec's order.