

HIROTEC GROUP STANDARD TERMS & CONDITIONS OF SALE

1. GENERAL

All orders placed by Customers with Hirotec Group as detailed below, (a) to (d) ("Hirotec") for Goods and/or Services shall only be accepted by Hirotec subject to the Standard Terms and Conditions of Supply and Sale of Goods and/or Services ("Goods and/or Services") set forth herein.

- (a) Hirotec Engineering Pty Ltd ABN 92 054 754 111
- (b) Hirotec Technologies Pty Ltd ABN 46 053 451 424
- (c) Hirotec Maintenance Pty Ltd ABN 84 075 569 541
- (d) Hirotec International Pty Ltd ABN 33 057 387 247

2. ORDERS

All Orders for Goods and/or Services will not be deemed accepted by Hirotec until either:

- (a) Hirotec accepts same or a deposit for the Goods and/or Services ordered, or
- (b) By the delivery of the Goods and/or Services so ordered.

3. CANCELLATION

An order accepted by Hirotec shall not be cancelled by the Customer without the written consent of Hirotec. Where a cancellation is so accepted by Hirotec the Customer shall pay to Hirotec all costs incurred by Hirotec in respect of any order up to the date of Hirotec's acceptance of such cancellation.

4. PAYMENT

- (a) The Customer must pay the purchase price for the Goods and/or Services within thirty (30) days from date of invoice.
- (b) Goods available for delivery to the Customer shall be invoiced irrespective of whether the Customer is in a position to take delivery of such Goods. The Customer must pay the purchase price for these Goods in accordance with clause 4(a).
- (c) Where Goods are available for delivery and the Customer is not in a position to take delivery of the Goods, Hirotec shall have the right to charge a warehousing fee at the rate of 10% per month until delivery of the Goods is accepted by the Customer.
- (d) Programmed maintenance is invoiced three (3) months in advance and is payable within seven (7) days from date of invoice, unless otherwise agreed by Hirotec.
- (e) In respect of any unpaid balance remaining owing after the due date for payment, Hirotec shall have the right to charge interest at the rate of 10% per month until payment is received in full.
- (f) If the full purchase price for the Goods and/or Services is not received by Hirotec on the due date for payment, Hirotec shall have the right in addition to its other rights at law and under this document to retake possession of the Goods and/or Services and if the Customer has resold the Goods and/or Services, Hirotec shall be entitled to trace the proceeds of the sale of the Goods and/or Services by the Customer.
- (g) The Customer grants Hirotec an irrevocable licence to enter upon any premises occupied by the Customer to recover any Goods and/or Services for which Hirotec has not received the full purchase price.
- (h) Hirotec shall be entitled to recover from the Customer the reasonable costs of recovering any Goods and/or Services sold to the Customer but not paid for.

5. TRADEMARKS

The supply of Goods and/or Services hereunder shall not confer any right upon the Customer to use any Hirotec trademarks and at all times such trademark shall remain the property of Hirotec.

6. TITLE

- (a) The ownership of and property in the Goods and/or Services to be supplied by Hirotec shall only vest in and accrue to the Customer when full payment of the Goods and/or Services is received by Hirotec.
- (b) The Customer will be liable to Hirotec for all damage and/or loss sustained to the Goods and/or Services after the date of delivery.
- (c) Notwithstanding that title has not passed to the Customer, in the event of any destruction or damage to the Goods and/or Services or any of them the Customer shall be deemed at that time to have taken title to the Goods and/or Services and shall thereupon immediately make payment of the same to Hirotec.

7. WARRANTY

- (a) Any equipment supplied by Hirotec will be guaranteed in accordance with the Original Equipment Manufacturer's (OEM) warranty period. Workmanship in relation equipment installed by Hirotec is guaranteed for a period of 3 months from the date of commissioning.
- (b) Hirotec will at its discretion replace free of charge or repair defective Goods and/or Services so delivered except that Hirotec shall not be liable in the event of defects arising from fair wear and tear in use of the Goods and/or Services or from misuse or ill-treatment of the Goods and/or Services by the

Customer or from the Customer tampering with the Goods and/or Services.

- (c) All works carried out to repair defective Goods and/or Services whether under warranty or not performed outside normal working hours, normal working hours being 8am to 4pm Monday to Friday excluding Public Holidays, will see the Customer incur additional charges.

8. LIMITATION OF LIABILITY

Subject to the provisions contained in any act or ordinance of Parliament which cannot be excluded contractually as the parties hereby do to the full extent permissible, Hirotec does not accept any liability whatsoever in respect of any loss or damage (including injury, death, loss of profits or repudiation, economic loss and consequential loss or damage) however caused which may be suffered or incurred or which may arise either directly or indirectly in respect of the use of the Goods and/or Services or other Goods and/or Services used in connection with the Goods and/or Services or any act or omission, negligence or breach of contract on Hirotec's part or otherwise.

9. COMPLAINT

- (a) All complaints from the Customer to Hirotec that the Goods and/or Services delivered do not correspond with the Goods and/or Services ordered shall be made within 24 hours of delivery in writing, thereafter the Customer will be deemed to have accepted the Goods and/or Services.
- (b) Hirotec shall inspect the Goods and/or Services and if satisfied that the defects are due to faulty workmanship or parts may at its option repair or replace such Goods and/or Services. Notwithstanding anything herein contained Hirotec's sole responsibility shall be the said repair or replacement of the Goods and/or Services and no claim shall be made against Hirotec for consequential loss or damage of any kind of nature whatsoever.
- (c) No Goods and/or Services shall be returned to Hirotec for credit unless Hirotec's prior approval in writing has been obtained.

10. DELIVERY

Hirotec will use its best endeavours to deliver the Goods and/or Services (and install them if expressly agreed to) on the date agreed to with the Customer, or if no date is stated, within a reasonable time. Hirotec shall not be liable for any loss sustained by the Customer through delay in delivering Goods and/or Services ordered whether such delay is within the control of Hirotec or not.

11. IMPORTED CONTENT PRICE VARIATION

Please note that Hirotec prices in regards to imported goods may be subject to exchange rate variations from date of quotation until the date the imported content is cleared by customs. Any variation will be to the Customers account. Alternatively, a price can be fixed on day of order at the prevailing exchange rate.

12. TERMINATION

If the Customer (under any applicable law):

- (a) enters into a deed of arrangement or commits an act for bankruptcy or compounds with his creditors or becomes insolvent, or has a trustee appointed to any of his/its assets or shall have a petition for winding up presented against it or if a receiver shall be appointed to the whole or any part of its undertaking; or
- (b) is in breach of any of the terms and/or conditions herein then,

Hirotec may stop any Goods and/or Services in transit and suspend deliveries and any further performance of any agreement with the Customer without prejudice to any of its other rights or remedies.

13. WAIVER

The failure by either the Customer or Hirotec to exercise or enforce any rights conferred hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14. NOTICE

Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid post or facsimile addressed to the party concerned at its principle place of business or last known address.

15. GOVERNING LAW

Any contract between Hirotec and the Customer shall be governed by and construed and interpreted in accordance with the laws of New South Wales. Any dispute shall be subject to the exclusive jurisdiction of the New South Wales Courts.

16. INTERPRETATION

Where herein words importing the singular number or the plural number are used they shall include the plural number and singular number respectively and where herein are used words importing the masculine gender they shall include the feminine or neuter gender respective.