

## AUSTRALASIAN POWER EQUIPMENT PTY LTD (“APEQ”)

ABN: 63 145 212 782

### STANDARD TERMS AND CONDITIONS OF SALE

1. Application of the Standard Terms and Conditions of Sale
  - 1.1. APEQ's Standard Terms and Conditions of Sale apply to all transactions between the Purchaser and Australasian Power Equipment Pty Ltd, hereafter referred to as “APEQ”.
  - 1.2. All written quotations provided by APEQ are valid for Seven (7) Days, unless otherwise stated.
2. Purchase Order Placement
  - 2.1. All Purchase Orders shall be issued by email or hardcopy and are subject to acceptance by APEQ.
  - 2.2. Purchase Orders once issued shall not be cancelled or varied unless agreed in writing by APEQ.
3. Credit Terms
  - 3.1. Payment for all Goods shall be paid in full within agreed payment terms.
  - 3.2. Credit terms may be revoked at the discretion of APEQ at any time.
4. Ownership of the Goods
  - 4.1. Goods remain the property of APEQ until full payment is received on the amounts owing; and APEQ and its appointed agent reserve full rights to access the goods in Purchaser's premises.
  - 4.2. When and if the Purchaser is requested to return the goods supplied by APEQ on credit and still not paid for in full, the Purchaser is to do so immediately on demand.
  - 4.3. When requested to return goods, the Purchaser must supply the goods back to APEQ in the condition they were received.
  - 4.4. The Purchaser must return cable(s) as full lengths supplied in the original purchase condition with no short-cuts or interruption in the cables, failure to do so the purchaser must pay immediately upon request the amount owing in full.
  - 4.5. All expenses incurred for transportation of Goods back to APEQ will be at the Purchaser's expense.
5. Price and Sales Tax
  - 5.1. Prices quoted are exclusive of GST, duty and unloading costs unless otherwise stated in the Quotation.
  - 5.2. The prices quoted are subject to APEQ's final confirmation, and Quotation validity period.
  - 5.3. For purchase orders received after expiry of the Quotation validity period, APEQ shall adjust pricing in-line with the official LME rate (cash seller) at least one working day after receipt of Purchase Order and approval.
6. Delivery of the Goods
  - 6.1. All costs associated with delivery of the goods to the Purchaser's delivery address shall be at the Purchaser's expense unless otherwise stated.
  - 6.2. All delivery dates and times are estimates provided at the time of Quotation, and APEQ cannot be held liable for any costs associated with late delivery of goods.
  - 6.3. The Purchaser must have provisions of staff or special arrangements for a third party to accept the goods at the delivery destination. Failure to do so will be at the Purchaser's liability to retrieve or redeliver the goods to the Purchaser's destination at the Purchaser's cost.
7. Drum Storage
  - 7.1. Except where expressly agreed in writing, drum storage after invoicing or delivery (whichever occurs earlier) shall be the responsibility of the Purchaser. APEQ makes no warranty for cable/drum defects arising from incorrect drum storage or handling of drums and/or ancillary packaging. It is recommended if storage is planned for more than 3 months that drums should be protected from sun and bad weather by means of a roof and/or water-proof cover.

8. Quantity & Tolerance
  - 8.1. APEQ reserves the right to revise prices should the quantity purchased differ from the Quotation. Tolerance on delivered individual drum length shall be  $\pm 3\%$ .
9. Warranty
  - 9.1. APEQ warrants, for a period of one year from the date of delivery, (the "Warranty Period"), that the Products provided by APEQ shall comply in all material respects with the requirements and specifications set forth in the APEQ Quotation and that they will not be affected by defects due to faulty design, materials or workmanship.
  - 9.2. Notwithstanding the foregoing, APEQ shall not be held responsible for defects caused by ordinary wear and tear; lack of maintenance, unintended use; misuse; abuse; improper or unsuitable installation; external accidents; or other causes beyond the reasonable control of APEQ.
  - 9.3. During the Warranty Period, APEQ shall, at its sole option and within a reasonable period of time, repair or replace any Goods which are reasonably rejected by the Purchaser as failing to conform to the requirements and specifications of APEQ's Quotation.
  - 9.4. The liability of APEQ shall in no case include the cost of removal of the defective Goods and/or the re-installation of the replaced Goods.
  - 9.5. One additional year from the date of completion of such repair or replacement, but in no event shall such additional warranty extend for more than one year beyond the end of the Warranty Period.
  - 9.6. No claim may be made against APEQ in respect of defective Goods after the end of the Warranty Period.
  - 9.7. The Warranties and remedies set forth above constitute the sole warranties of APEQ and the Purchaser's sole remedies in the event of a breach of such warranties by APEQ. The warranties set forth above are in lieu of, and APEQ disclaims any and all other warranties, written or oral, express or implied, including any warranty of merchantability, or fitness for a particular purpose, to the fullest extent permitted by law.
10. Limitation of Liability
  - 10.1. The overall APEQ aggregate liability arising out of or in connection with this Purchase Order, whether based on breach of contract, statutory warranty, in tort (including without limitation negligence), by way of indemnity or otherwise howsoever shall in no event exceed 10% of the Purchase Order value.
  - 10.2. Notwithstanding anything to the contrary contained in this Conditions and to the fullest extent permitted by law, APEQ shall not be liable for any special, indirect, incidental or consequential damages or losses of any kind in contract or in tort, including without limitation loss of use, data, profit or income, contract, business, anticipated savings, reputation as well as financing costs or increase in operating costs, or any liquidated damages or penalties or for any claims made against the APEQ by any third party, whether or not APEQ has been advised of the possibility of any such damages.
11. Force Majeure
  - 11.1. APEQ shall not be liable for any delay or failure to meet its obligations under the Quotation, Purchase Order or Contract due to any cause beyond its reasonable control including but not restricted to Acts of God (such as hurricane, flooding, earthquake, volcanic eruption, etc), fire, war, riot, malicious acts of damage, civil commotion, strike, lock-out, industrial actions or trade disputes, refusal of license, power failure or breakdown in machinery fire, shortage, delay or lack of supply of raw materials from supplies.
12. Terms of Reference
  - 12.1. APEQ is not liable for any direct or indirect expenses incurred due to non-performance of service caused by Force Majeure or human errors.
  - 12.2. APEQ means Australian Power Equipment Pty Ltd ABN 63 145 212 782.
  - 12.3. Purchaser means the company or person who is being supplied goods by APEQ.