

MAGOTTEAUX - GENERAL SALES CONDITIONS

1. GENERAL

- 1.1. The term "quotation" also means "acceptance of order" where applicable.
- 1.2. These conditions of sale will apply to any order resulting from this quotation and cannot be altered, waived or varied except on written authority.
- 1.3. Any order resulting from this quotation is subject to our acceptance in writing. Thereafter no amendments to your order or cancellation thereof will be binding unless accepted by us in writing.
- 1.4. All specifications, illustrations, drawings, diagrams and price lists issued or given by us are to be regarded as a general guide and for information purposes only. They do not form part of this quotation and therefore constitute no Guarantee unless specifically incorporated herein or specified margins have been agreed at the time of accepting the order.
- 1.5. For the purpose of these general sales conditions, the following words shall have the following meaning:
"GST" has the meaning which it bears in the GST Act:
"GST" Act means A New Tax System (Goods and Services Tax) Act 1999 and any legislation substituted for, replacing or amending that Act, and "Input Tax Credit" has the meaning which it bears in the GST Act.

2. PRICES

- 2.1. All prices quoted are net, exclusive of GST and for delivery ex-works unless otherwise stated.
- 2.2. The prices quoted are subject to reasonable adjustment to take into account any increase in the cost of labour, materials, the price of steel and transportation between those ruling at the date of this quotation and the date of delivery. Further we shall be entitled to recover from you any extra cost incurred by us due directly or indirectly to your altering the order, failing to give sufficient details to enable us to proceed with the work or otherwise delaying the work giving additional instructions or otherwise varying the order. In the event of any dispute about the amount of such adjustment in price or extra costs, a certificate by our auditors, acting as experts and not as arbitrators and at your expense, shall be final and binding upon both parties. Any additional amount payable in terms of this paragraph shall be paid notwithstanding the fact that the goods have been already invoiced and paid for.

3. PAYMENT

- 3.1. Notwithstanding any other provisions of these general sales conditions, if GST is imposed on any supply made under these general sales conditions, we may in addition to the consideration, invoice and seek payment for an amount equal to the GST payable on the taxable supply. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made under these general sales conditions.
- 3.2. Each party must provide appropriate tax or other invoices to assist the other party to claim Input Tax Credits for GST where relevant in connection with these general sales conditions and to provide other reasonable assistance to facilitate the management by each party of its GST affairs in connection with these general sales conditions.
- 3.3. Unless otherwise specified our terms are that the price/s quoted is/are due and payable by the 25th day of the month following that in which the goods are dispatched by road or rail, irrespective of whether a part delivery of the order has been made.
- 3.4. If completion of delivery is directly delayed by you, other than by an agreed amendment to your order, the time for payment shall be calculated as if there had been no such delay.
- 3.5. Should we at our option so elect, we shall be entitled to require payment in advance or satisfactory security and if you fail to make payment accordingly, we shall have the right to cancel any undelivered portion of the goods, you to remain liable for completed or partly completed work.

4. DELIVERY

- 4.1. Any delivery time mentioned is calculated from the date of acceptance of our quotation or receipt of your order on your written instructions to proceed on your final drawings and specifications or where your pattern equipment has to be used after our examination has shown this equipment to be suitable whichever is the latter, and therefore the commencement of delivery and the production rate is quoted in good faith based on our commitments at the date of our tender.
- 4.2. Where our quotation is for goods not previously supplied, we may, at our option, postpone commencement of production pending receipt of your written approval of trial goods.
- 4.3. Unless otherwise specified, the place of delivery is F.O.T. our point of distribution.
- 4.4. We shall not be liable for any delay in or inability to complete the manufacture or delivery of the goods arising out of acts of God, acts of the public economy, riots or civil commotion, Government orders, rules or regulations, suspensions or requisitions of any kind, strikes or other stoppages of labour or storage in the supply thereof, inability to obtain fuel, material or parts, fire casualties or accidents, failure of transport facilities, breakdown of plant or destruction of patterns, or any other cause, whether of the same or of a different character and whether beyond our control or not and no such failure shall entitle the purchaser to cancel the contract.
- 4.5. In the circumstances where we reasonably consider appropriate part delivery may be effected.

- 4.6. We reserve the right to deliver up to 5% on excess or less than the quantity ordered in respect of Foundry Products and Grinding Media depending on the quantity ordered.

5. VALIDITY OF TENDER

Unless otherwise stated this quotation is valid for thirty days from date hereof.

6. CLAIMS

- 6.1. Save as expressly set out in our quotation or in these conditions, we give no warranty, express or implied, of material workmanship or fitness of goods for any particular purpose whether such purpose be known to us or not, and to the extent permissible by Law exclude any such warranty whether implied by Law or otherwise.
- 6.2. No claim for shortages in delivery shall be recognised by us unless it is made within seven days of our notification of delivery.
- 6.3. You are required to make every effort to ascertain any possible defects as soon as possible after delivery of the goods and in case of goods which have to be machined not later than after the completion of rough machining.
- 6.4. No claim in respect of defective goods will be recognized if not made within sixty days of delivery, and provided that our examination confirms that the goods are defective, we shall within a reasonable period thereafter, at our option, replace or repair the defective goods. Our obligation in respect of defective goods shall cease if such goods have been altered or repaired in any way. Should our examination prove to our satisfaction that the goods are not defective all transport costs, examination expenses, traveling expenses and other incidental expenses shall be for your account.
- 6.5. Our liability for defective goods shall be limited to the replacement of repair "at our option" of such goods and we shall not be liable for any loss of the purchaser's profit, direct or indirect consequential loss, damage or charge arising therefrom.

7. OWNERSHIP AND RISK

- 7.1. Ownership of the goods vests in us until the price has been paid in full.
- 7.2. Our responsibility ceases at the point of delivery and the risk in the goods passes to you at such a point.

8. PATENT AND DESIGN RIGHTS

Unless otherwise stated, our quotation is for the supply of goods for which you warrant not to infringe the patent or design rights of others.

9. PATTERN EQUIPMENT

- 9.1. Unless otherwise stated, goods will be produced from our own patterns.
- 9.2. Where you supply the pattern equipment, any costs incurred by us in renovating or modifying this equipment to make it suitable for our production will be payable by you, upon receipt of our invoice or upon delivery of goods at our option.
- 9.3. We shall take all reasonable care to protect your patterns while in our possession but we do not accept liability for loss or damage occasioned by any cause whatsoever.
- 9.4. Should customer-owned patterns be left in our possession and remain unused for a period of 5 years we reserve the right to dispose of them at our discretion.

10. PROPER LAW

This quotation and any contract arising out of it is governed by the laws of Western Australia.