

1. General. The acceptance of all quotations includes the acceptance of the following terms and conditions for goods and/or services.

Notwithstanding an acceptance of any order any contract is subject to the subsequent obtaining of reasonably satisfactory credit references in respect of buyers ability to carry out his part of the contract.

Seller reserves the right to vary the terms of payment in accordance with any credit standing of the purchaser.

2. Validity. Unless previously withdrawn all quotations are open for acceptance within the period stated therein or where no period is stated are for immediate acceptance and is subject to change without notice

3. Acceptance. The acceptance of all quotations must be accompanied by sufficient information in sellers opinion to enable seller to proceed with the order forthwith otherwise seller is to be at liberty to amend the quotation prices to cover any increase in cost which has taken place after acceptance. Any sample submitted must be returned to sellers office, carriage paid, within one month from date of receipt, or paid for.

4. Deliveries. All sales are f.o.b. point of shipment unless otherwise expressly stipulated. The delivery time stated has been estimated in good faith and while every effort is made to maintain schedules seller will not be liable for damage whether consequential or otherwise arising out of delay. Seller may deliver goods in one or more installments.

5. GST. is not included in quotation.

6. Insurance. Unless otherwise instructed seller will not insure any delivery. If required and arranged all charges in this connection will be debited to buyers account.

7. Sellers Responsibility. Buyer agrees that upon delivery to and reasonable inspection of the goods the sellers responsibility ceases to the extent that the buyer agrees that the goods are free of defects which such inspection would disclose. The statement contained in any bill of loading/delivery docket that the goods are received in good or apparent good order and condition shall constitute conclusive evidence that the goods were shipped in good order and condition.

8. Indemnity. Buyers agree to indemnify and save harmless seller from all claims for loss, damage or injury sustained by buyer, its employees or any person whomsoever by reason of any defect in the said goods attributable to buyer, his employees or agents.

9. Warranty. For a period of twelve (12) months from the date of original purchase, and provided the goods have been paid for in full, Web-Tech will repair or replace equipment, which our examination proves to be defective in material or workmanship. This warranty is valid if the equipment has not been tampered with by unauthorised persons, misused, abused or improperly installed, and has been used in accordance with the instructions supplied.

The purchaser will be responsible for the removal, packing and all freight costs associated with returning faulty equipment to our Brisbane premises. Should Web-Tech waiver the need to inspect the faulty equipment prior to despatching replacement equipment, the Purchaser shall issue a Purchase Order for the replacement equipment. A credit will be issued to the Purchaser only on return, inspection and confirmation of warranty status. This can only be done if the faulty equipment is returned promptly.

Web-Tech will not be responsible for any expense, inconvenience or consequential damage caused by items of our manufacture or sale.

Should the return of the defective equipment to our premises not be possible because of impossibility or impracticability, then Web-Tech will, upon reasonable notice, make available at our convenience a service engineer to attend to the equipment. The Purchaser shall pay for the engineer's travelling time, transportation costs, airfares (if applicable) and other reasonable expenses as incurred.

The extent of Web-Tech's liability under said warranty is limited to the repair or replacement of any defective item.

Equipment not manufactured by Web-Tech but supplied by Web-Tech as part of a system, shall be covered by the original equipment manufacturers terms and conditions of warranty

Warranty Extensions - if extended warranty (maximum 18 months) is required due to load date or installation date being more than 12 months from date of purchase, commissioning and installation must be performed by Web-Tech approved person or by Web-Tech personnel.

10. Force Majeure. All orders and agreements are contingent on strikes, accidents and other acts beyond the sellers control.

11. Loss or Seizure. In the event of any loss or seizure of goods during transit to Australia of any goods intended by seller for fulfilment of this contract seller shall be excused from fulfilment of its obligations hereunder to the extent to which seller obligation to perform contract is affected by such loss or seizure.

12. Claims. Any shortage or error must be notified within seven (7) days of delivery. Goods may be credited only with sellers written consent and provided they are returned to sellers warehouse in new condition freight prepaid within fourteen (14) days of delivery. Goods returned for credit later than fourteen (14) days after delivery or without prior arrangement will be subject at sellers discretion to a minimum restocking fee of 15% on sale price if acceptable for credit. (standard items only)

13. Title Lien. Title to the goods to be delivered will not pass to the buyer until payment in full for the goods has been received by Web-Tech. Until the date of final payment, the buyer shall store the goods so that they are clearly identified as the property of Web-Tech. In addition to any lien to which the company may, by statute or otherwise, be entitled, Web-Tech shall in the event of a buyer's insolvency, bankruptcy or winding-up be entitled to a general lien on all property or goods belonging to the buyer in its possession (although such goods or some of them have been paid for) for the unpaid price of any other goods sold and delivered to the purchaser under this or any other arrangement understanding or contract.

14. Cancellation. Orders cannot be cancelled by buyer under any circumstances without the buyer first reaching an agreement in writing with the seller covering all damages. In every event, written permission must be secured prior to returning goods for credit.

15. Storage. Storage costs caused by failure of buyer to take delivery of goods within seven (7) days after notification by seller that goods are ready for delivery shall be to buyers account.

16. Payment. (unless otherwise stated)

Equipment - Non Account Customers. 1). For standard items - payment prior to despatch. 2). **For non standard items -** 30% deposit at time of placement of order, balance prior to despatch.

Equipment - Account Customers. 1). For standard items (under \$10,000) - Payment on Receipt of equipment. 2). **For non-standard items and items over \$10,000 -** 30% deposit at time of placement of order, balance on despatch. of equipment.

Note: Payment terms may be varied according to the status of the account

All **TigKleen** units/consumables – payment prior to despatch.

Minimum order for credit terms \$250.00

Items over \$50,000: progress payments / agreed milestones

Service - Non Account Customers - payment prior to, or on receipt on invoice.

Service - Account Customers - Payment on receipt of invoice.

Tenders – Payment at agreed milestones/ progress payments

17. Termination. In case of death, incapacity, bankruptcy, liquidation, suspension of payment or the making of any agreement with creditors on buyers part and of any non-payment punctually for any delivery parcel in instalment tendered or of any failure to make any payment or to meet any draft under this or any other contract or obligation to seller or should a receiver be appointed in respect of buyers business or affairs seller may cancel this contract or suspend or continue delivery hereunder at sellers option always reserving all rights to recover any loss consequent upon any such loss cancellation or suspension.

18. Modification. No modification or variation of the contract shall bind the parties hereto or either of them unless such modification shall be in writing signed by the parties hereto or their duly authorised agents or representative.

19. Law of Contract. The law governing the construction and performance of this contract shall be the law of the State of Queensland

20. Trade Practices Act. Nothing in these Terms and Conditions of Sale shall be taken to exclude, restrict, modify or otherwise affect any of the provisions of the Trade Practices Act 1974 (as amended).