



**Allied Rubber Technologies (Australia) Pty Ltd
ABN 26 009 779 908 ("the Company")**

CONDITIONS OF QUOTATION AND SUPPLY

1. This quotation will remain open for acceptance for a period of twentyeight (28) days from the date that it is dispatched by the Company, and shall thereafter lapse.
2. Claims relating to quantity or specification of goods delivered shall not be recognised unless notified to the Company within 7 days of delivery of the goods.
3. Payment of any order shall be on a net thirty (30) days account unless otherwise agreed in writing.
4. This quotation is based on the current costs of materials and wages, and any increase in the cost of the completion of the Contract arising from increases in the cost of material and/or factory labour before the completion of the Contract shall be added to the Contract price.
- 5 (a) If the Trade Practices Act 1974 ("TPA") or any other legislation implies a condition or warranty into the Contract in respect of goods supplied, and the Company's liability for breach of that condition or warranty may not be excluded but may be limited, clauses 5(b) to 5(f) do not apply to that that liability and instead the Company's liability for any breach of that condition or warranty is limited to the Company, at its option: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; or (iv) paying the cost of having the goods repaired. Nothing in this Contract is intended to exclude, restrict or modify rights which the customer may have under the TPA or any other legislation which may not be excluded, restricted or modified by agreement.
- 5 (b) With the exception of the conditions, warranties, rights and remedies referred to in subclause 5(a), all conditions and warranties which would but for this subclause have been implied by statute, common law, equity, trade, custom or usage into this Contract are negated and expressly excluded to the maximum extent allowable by the law.
- 5 (c) The Company is not liable for any loss or damage however caused, suffered by the customer in connection with this Contract, unless it arises from defects in material or workmanship.
- 5 (d) The liability of the Company (including, without limitation, for breach of any express or implied conditions or warranties) shall in all cases be limited, at the option of the Company to either (i) replacement of the relevant goods; (ii) repair of the relevant goods; or (iii) refunding the price of the relevant goods to the customer. The Company is not liable for any indirect or consequential loss or damage, however caused (including, but not limited to, by the negligence of the Company) suffered by the customer in connection with the Contract. Indirect or consequential loss for the purposes of this clause 5(d) shall be taken to include, without limitation, loss of revenue, loss of profits, and loss or damage in connection with claims against the customer by third parties.
- 5 (e) The Company shall not be liable for any loss or damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of the customer, its servants, agents, or contractors. Such acts or omissions of the customer or its servants, agents or contractors include but are not limited to improper installation of the goods, modification of the goods without the Company's express written authorisation, inadequate or improper maintenance of the goods, improper use of the goods, or use of the goods in a manner contrary to the Company's recommendations.
- 5 (f) The Company is not liable for any loss or damage, however caused, (including, but not limited to, by the negligence of the Company) suffered by the customer in connection with this Contract unless (i) the Company is notified in writing of the claim for loss or damage within one year from the date of delivery of the relevant goods; and (ii) the Company has received payment in full for the relevant goods.
6. The risk of loss of or damage to the goods shall be borne by the customer on and from departure of the goods from the Company's premises and the customer shall at its expense insure the goods against loss or damage for the full replacement value until the goods are paid for in full.
7. The customer warrants that the goods are not acquired for personal domestic or household use or consumption.
8. Where the customer requests work to be performed or goods supplied prior to the placement of an order (e.g. where experimentation is required), such work performed or goods supplied shall be deemed to be an order and shall be charged accordingly. Any work performed or goods supplied are subject always to these Conditions of Quotation and Supply.
9. Unless expressly stipulated, time shall not be of the essence of the Contract and the Company shall not be liable for any delay in completion of the Contract arising in any way out of any circumstance beyond the control of the Company and in any other case shall not be liable for any reasonable delay.
10. The Company reserves the right to deliver any goods immediately after the early completion of their manufacture, unless otherwise stipulated.

- 11 (a) The parties agree that title to and ownership of the goods delivered by the Company to the customer is only transferred to the customer when the customer has paid all monies owing to the Company in respect of such goods.
- 11 (b) Where the Company has not been paid and the Company delivers the goods to the customer, then until the customer disposes of the goods in accordance with this clause, the customer agrees with the Company to keep the goods as a fiduciary for the Company, to insure and protect the goods and to store the goods in a manner that clearly shows the Company's ownership.
- 11 (c) Notwithstanding subclauses (a) and (b), the customer may sell the goods to a third party in the ordinary course of business and deliver them to that party subject to the following:-
- (i) Where the customer has been paid by that party, the customer holds so much of the proceeds of sale as is necessary to pay the Company in accordance with subclause (a), on trust for the Company. The customer agrees to hold such proceeds in a separate account until liability to the Company shall have been discharged.
 - (ii) Where the customer has not been paid by that party, the customer agrees at the option of the Company to assign its claim against that party to the Company upon the Company giving the customer notice in writing to that effect provided that if the Company by exercising the assigned right of claim recovers proceeds of sale then only so much of the proceeds of sale as is necessary to pay the Company in accordance with subclause (a) shall be retained by the Company and any surplus shall be paid to the customer.
 - (iii) The customer shall:-
 - (a) Keep separate records as to the supply and the sale of goods; and
 - (b) Pay the proceeds of sale into a separate account which clearly shows beneficial ownership of the proceeds by the Company or so much of the proceeds of sale as is necessary to pay the Company in accordance with subclause (a).
- 11 (d) For the purpose of giving effect to or perfecting this agreement, the customer irrevocably appoints the Company his attorney.
- 11 (e) On the happening of any of the following events:-
- (i) The customer failing or refusing to make payment in accordance with subclause (a); or
 - (ii) The customer being a company:-
 - (a) A receiver or receiver/manager is appointed in respect of the undertaking, property or assets of the customer; or
 - (b) Application is made to a Court for the customer to be wound up or any step is taken to wind up the customer on a voluntary basis; or
 - (c) The customer is placed under official management or enters into a scheme of arrangement or composition with creditors or is the subject of any insolvency administration; or
 - (iii) The customer, being a natural person commits an act of bankruptcy, enters into any scheme of arrangement or composition with any of his creditors or is the subject of any insolvency administration, the Company shall have the right of election to forthwith retake or resume possession of the goods to its use and benefit absolutely.
- 11 (f) The parties agree that the provisions of this clause apply notwithstanding any agreement whether subsequent to this agreement or not between the parties under which the Company gives to the customer credit.
- 11 (g) If any provision or the meaning or any effect of any provisions of this clause is declared to be void, voidable, illegal or otherwise enforceable, then provided the original intention of the parties is not defeated, the provision may be severed and/or its meaning or effect restricted or modified and the remaining provisions of this clause whether restricted or modified meaning or effect shall remain in full force and effect.
12. If the Company uses the customer's tooling to manufacture any goods the customer agrees that the Company shall not be liable for any loss or damages to such tooling, including, but not limited to, any fair wear and tear to the tooling.
13. The terms expressed on the face of this quotation and these conditions contain all terms and conditions of the Contract for the supply of the goods.
14. This Contract is governed by the laws of Queensland, Australia. The customer irrevocably submits to the nonexclusive jurisdiction of the Courts of Queensland, Australia. The effect of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna, Austria on 10 April 1980 is expressly excluded from this Contract and it has no application to any dispute arising under the Contract.