

## CONDITIONS OF SALE

The following terms and conditions apply to items and equipment included in any quotation made by the company.

### 1. PECEDEENCE

In the event of conflict between these conditions and those which may be included in, or implied by, any document forming part of any enquiry, specification, order or contract then the former shall prevail.

### 2. VARIATION OF CONDITIONS

No terms, provisions or conditions at variance with those set out herein shall be effective in any way unless and until specifically accepted by the Company in writing.

### 3. PRICES

Unless otherwise stated, our recommended standard price lists are subject to variation without notice and all orders are entered on the condition that they will be invoiced at prices ruling at the date of dispatch.

### 4. GST AND GOVERNMENT IMPOSTS

Unless otherwise specified the prices quoted do not include any GST or other government impost.

### 5. MINIMUM INVOICE LEVEL

Goods ordered totaling less than the minimum invoice value level at List less appropriate discount will automatically be invoiced at the minimum invoice value ruling at date of purchase. Minimum invoice level is \$250.00.

### 6. DATE OF DELIVERY

The delivery date is a bona fide estimate but we do not accept liability for delays in delivery or for non-delivery from any cause. Goods are to be accepted and paid for notwithstanding any delay caused by shortages of labour, materials or essential services or by breakdown of machinery, strikes, lockout, government restrictions, war, riot or other causes whatsoever beyond our control.

### 7. POINT OF DELIVERY

All goods are deemed to be delivered when they are handed over to a carrier at our premises. Orders delivered within the defined metropolitan area of Newcastle or Mackay will be dispatched by the most economical means and a fixed handling charge to cover packing and freight will apply. All additional delivery costs will be to the buyer's account.

Goods dispatched to other destinations are sold on an unpacked ex works basis. Where the purchaser requires freight to be prepaid all expenses will be to his account.

### 8. INSURANCE

Our offer is based on the works being performed under our routine insurances. Our policies are industry standard for works within all States of Australia. Joint name and waiver of cross liability policies are no longer available.

- Public liability \$20m
- Professional indemnity \$10m
- Contract works Contract sum
- Marine Transit \$1.5m per truck/shipment
- Workers Compensation As legislated in all States
- Motor Vehicle \$5m Third Party Fleet

### 9. PAYMENT

Where credit has been satisfactory established, terms are strictly net 30 days unless otherwise mutually agreed. Where no suitable credit rating has been established terms are C.O.D. If payment is not made within thirty days from the end of invoice month and unless otherwise agreed in writing, the company may at its discretion and without further notice charge 1.5% per month or part thereof to be calculated from the due date. Any payment from the customer shall be credited first against any interest so incurred.

Suspension of works for the convenience of the Purchaser shall not delay payments that would otherwise become due to the contractor, which cannot be in turn delayed or suspended. Additional security against such payments is not provided however transfer of title shall pass to the purchaser upon payment for the respective portion

### 10. WARRANTY

All goods supplied by the company or its principals are guaranteed against faulty workmanship, materials and design for a period determined by the manufacturers' warranty commencing from the date of dispatch after which liability for any loss, injury or damage attributable there to shall be limited to making good by exchange or repair of defects which appear therein under proper use provided that such defective parts be returned free into the company's store or by issue of a full credit of the purchase price. Except as may otherwise be provided by law this company shall not be liable for any loss of profits or any other consequence of any defect in workmanship, material or design of the goods.

Terms are 12 months from commissioning (provided this is performed within one month of delivery).

Rectification on site is subject to prior agreement only.

Non-authorized repair is specifically excluded. Warranty ceases unless all remedial work is performed by or explicitly authorized in writing by NEPEAN Power.

Warranty specifically excludes liability for claims of a consequential nature, third party claim or loss of profit etc.

### 11. VALIDITY

Written quotations are valid for acceptance for thirty (30) days from the date of quotation and for delivery within the period quoted for order acceptance. Customer delayed deliveries may incur additional cost.

### 12. CANCELLATION OF ORDERS

Orders cannot be cancelled except by arrangement and then only on terms which indemnify us against loss.

### 13. CREDITS

Goods as listed in manufacturers current price lists may be credited by prior arrangement to 90% of the invoice value if returned within 14 days of delivery free into our store in the original packing in an unsoiled undamaged and resealable condition accompanied by a dispatch note stating our relevant invoice number, date of purchase and reason for return. We reserve the right to refuse credit for any goods returned if the claim is considered unjustified after inspection. Custom Goods made to special order cannot be credited.

### 14. CHANGES

Alterations made following receipt of an order are subject to adjustment for price delivery and extra expense incurred.

### 15. INSTALLATION

Where a contract includes installation or commissioning of plant on a purchaser's premises our liability is limited to correct installation and proper operation of equipment supplied by us. We do not accept responsibility for the proper functioning of any equipment or service provided by others and if damage to our equipment is caused by others the cost of repair will be to the purchaser's account.

### 16. DATA AND PERFORMANCE

All drawings and printed matter accompanying a quotation or in the purchaser's possession before or after acceptance of an order are informative only. Performance figures are based on manufacturer's experience and are such as we expect to obtain on test. Liability will not be accepted unless these figures are specifically guaranteed in writing in which case they will be subject to the recognized tolerance and rejection limits applicable to such figures. The purchaser shall assume



responsibility for the capacity and performance of the goods being sufficient and suitable for this purpose.

#### **17. DRAWINGS AND DOCUMENTATION**

We have included for our standard drawings and document submittal. We will undertake to include a specific title block within the drawings if required. We have also included for the supply of our standard operation, maintenance and instruction manual. Details of which will be provided in the event of a contract.

#### **18. INTELLECTUAL PROPERTY**

All IP shall remain the property of the original supplier/manufacturer. The purchaser will be assigned rights to operate and maintain the equipment for its intended use.

#### **19. LIMITATION OF LIABILITY**

NEPEAN Power's offer is based on our liability being limited as follows:

- |                          |  |
|--------------------------|--|
| a) Insurable Events-     | As provided for under our standard policies. |
| b) Late Delivery-        | Limited to the specified Liquidated Damages. |
| c) Warranty-             | As per clause above.                         |
| d) Death or Injury-      | Unlimited                                    |
| e) For all other claims- | \$1.00                                       |

Our offer specifically excludes any liability for claims of a consequential nature, third party claim or loss of profit etc. except as provided for under the insurance provisions.

#### **20. ASSUMPTIONS AND ALLOWANCES**

This offer shall remain valid for a period of 30 days from our date of issue or as specified in the relevant Tender document. With consideration to our present manufacturing requirements the above mentioned workscope is expected to be completed within our quoted number of working weeks from placement of order. Delivery quoted is subject to confirmation and the availability of required components.

The tendered price is **FIRM EX-WORKS**, Thornton/Mackay site, or as specified in a relevant tender document.

We have only made allowance for routine testing as per Australian standards.

No allowance has been made for any on-site unloading or commissioning of unit (Unless stated).

Acceptance of an order will be subjected to a credit review of the purchaser. Appropriate credit will be provided upon satisfactory completion and review of such credit application, and will be reviewed periodically as required by NEPEAN Power.

In lieu of any warranty implied by law and to the extent that no other special provision are herein contained, we expressly guarantee to repair or replace at our option, ex-works, any part which, within a period not exceeding twelve months from the date of manufacture, may prove defective through bad workmanship or material, provide that such defective parts are promptly returned free to our works unless otherwise arranged. We shall not be liable for any losses through stoppages nor for any direct contingent, consequential or special damages arising from such defect. The guarantee legally ceases if the purchaser has, under his own initiative, undertaken modifications or repairs to our goods without our explicit consent.

This offer is exclusive of GST.

#### **21. TENDER BASIS**

Our offer is based on the information provided by the Purchaser in the request for tender specifications as being true and correct. Liability for information provided by the purchaser remains the sole liability of the Purchaser.

#### **22. SITE AGREEMENTS**

Any offer for site supervision and or site assistance work does not include for site specific rates and/or conditions at time of

tender. All pricing is based on our current Enterprise Agreement.

#### **23. COMMISSIONING**

No allowance has been made for on-site commissioning. If required, costs will be in accordance with NEPEAN Power standard site rates (including traveling time) with costs charged at plus 20%.

All site works conducted by an NEPEAN Power employee will be limited to a maximum of 16 hours in any one shift including travel and a minimum of 10 hours break between shifts. .

#### **24. RESPONSIBILITY OF NEPEAN POWER**

NEPEAN Power Pty Ltd is aware of its obligations to OH&S regulations as a supplier and/or designer. This quotation (unless requested or stated) does not allow for training, maintenance and storage of manuals/procedures. These documents will be prepared on request in accordance with NEPEAN Power standard site rates, with costs charged at plus 20%.

#### **25. SITE RATES**

- Expenses include car hire, air fares, phone calls (other than general business), accommodation, meals and site allowances and Bonuses.
- Normal hours are based on a 38 hour week.
- Callouts are charged as a minimum of 4 hours.
- Travel time is chargeable per the applicable schedule.
- Maximum shift including travel is 16 hours.
- Schedule of Rates will be made available upon request.