

**SPECTRA COATINGS**  
**ANNEXURE "A"**  
**GENERAL TERMS AND CONDITIONS OF SALE**  
**ALL QUOTATIONS AND CONTRACTS ARE SUBJECT TO THE FOLLOWING CONDITIONS**

**1. SELLER** means Spectra Coatings and **BUYER** means the Buyer whose order for the purchase of goods is accepted by the Seller.

**2. ACCEPTANCE OF BUYER'S ORDER:**  
These terms and conditions shall apply to every sales contract and sale of goods between Seller and Buyer; any terms and conditions of Buyer's order deviating from or inconsistent with these terms and conditions are expressly rejected by Seller. This rejection also extends to any statement by Buyer that Buyer's terms and conditions shall prevail and to any stipulation by Buyer as to the manner of declaring such rejection. A contract shall only be or be deemed to have been entered into between Seller and Buyer for the supply of goods when, upon an order having been placed upon Seller for goods, that order has been accepted by Seller. (Such acceptance of order may be made and communication by Seller in writing or by overt act of acceptance.) The provisions of this Clause 2 shall apply to every quotation or offer by Seller for supply of goods.

**3. PRICES:**  
Quotations are to be treated as estimates only and subject to withdrawal, correction or alteration at any time before acceptance of Buyer's order by Seller.  
**PRICES ARE EX SELLERS WAREHOUSE  
UNLESS OTHERWISE AGREED IN WRITING.**

**4. GOODS AND SERVICES TAX:**

(a) in this clause:  
"GST refers to Goods and Services Tax under the next tax system (goods and services act 1999 – GST Act). The terms used herein have the meaning contained within the GST Act".

(b) It is hereby agreed between the Seller and the Buyer that the consideration for the supply expressed in this agreement is exclusive of the Seller's liability for GST.

(c) On sale:

i) The Buyer will pay the seller, in addition to the total purchase price, the amount payable by the Seller as GST on the taxable supply made by the Seller under this agreement.

ii) The Seller shall deliver to the Buyer a tax invoice for the supply in a form which complies with the GST Act and regulations.

**5. INSURANCE:**  
Buyer is responsible to effect whatever insurance cover he requires at his expense.

**6. PAYMENT:**  
One third (33%) deposit to accompany official order with further progress payments as requested and balance on completion or on advice from us that completed goods are ready for delivery. If Seller shall

extend credit to Buyer, payment for all goods sold will be within thirty (30) days. Interest shall be payable by Buyer on all amounts overdue to Seller at the rate of two (2) percent per month.

**7. CONFIRMATION ORDERS:**  
Confirmation order must be marked as such by Buyer, if not Seller will consider Buyer's order as original.

**8. CANCELLATION:**  
Orders accepted by Seller cannot be countermanded or delivery deferred or goods returned except with the written consent of Seller and upon terms that reimburse and indemnify Seller against all loss including cartage, bank charges and other incidental expenses on any part of the order that is cancelled. Where Seller agrees to accept goods for return a restocking charge of 20% of the price of the goods returned will be made.

**9. ACCEPTANCE AND CLAIMS:**  
Acceptance of the goods delivered shall be deemed for all purposes to have taken place at the expiration of seven (7) days from the date of delivery.

**10. DELIVERY AND RISK:**

a) At cost to be effected approximately 9 – 11 weeks from acceptance of this order schedule. Subject at all times to factors outside our control, holidays, fire, strikes, lockouts and other contingencies and in all cases subject to confirmation or alteration if and when offered order is accepted by us.

b) Unless the Buyer has requested Seller to make special delivery arrangements the risk in respect of the goods shall pass to the Buyer upon delivery to the Buyer's premises or the nominated carrier's depot. The Buyer shall provide or cause to be provided full and clear access for delivery and will at its own expense provide all necessary assistance in unloading the goods at the nominated place of delivery.

c) Where the Buyer has requested special delivery arrangements (i.e. other than Seller delivering to premises of Buyer) risk in respect of goods shall pass to the Buyer upon the goods leaving the premises of the Seller in Brisbane. Seller will not in any circumstances accept liability for damage, shortage or loss during transit.

d) If delivery of the goods by Seller is delayed from a cause other than its own negligence, the Buyer shall be liable for extra charges, losses or expenses incurred by Seller and the Buyer shall not be entitled to cancel this contract by reason thereof.

**11. SPECIAL ORDERS:**  
Buyer will place order in writing on Seller for non-stock items unless Manufacturer agrees to accept return from Seller. Seller may deduct transport handling and restocking charges of 20% of the price of the goods from the credit due to the Buyer.

**12. RISK AND PROPERTY:**  
The risk in the goods sold shall pass to Buyer at the point of delivery. This shall also apply to any partial delivery of goods. If delivery of goods is delayed due to any circumstances beyond the control of the Seller the risk passes

to Buyer on the day when the goods were first ready for consignment from the Seller's warehouse and this day is to be regarded as date of delivery for purposes of payment in Clause 6. The property in the goods shall remain the Seller's until it has received in cash the total contract price. Seller may at any time recover the goods if they are in the Buyer's possession and resell the goods if any payment owed by the Buyer on any account is overdue or if Seller considers that the amount outstanding from the Buyer on the general statement of account between the parties is in excess of the credit limit. Buyer is willing to accord to the Seller and for this purpose Seller, its servants or agents may enter upon the Buyer's or other premises upon which the goods are situated.

**13. DELIVERY TIME:**

Seller may deliver the goods by installments or partial shipments and Buyer will accept each delivery. Requirements of Buyer shall not be a condition or the essence of the contract. Seller shall be under no liability for direct or consequential loss or damage to Buyer arising from delay or postponement in delivery.

**14. WARRANTY:**

The Seller shall only be bound by an Express Warranty or Guarantee if same is in writing. Goods sold shall only have the benefit of a manufacturer's warranty if the purchaser has complied with the manufacturer's instructions in relation to maintenance and operation of the said goods. All conditions and warranties implied by Law or Statute are hereby expressly excluded and negated so far as legally permissible. The Seller is not otherwise liable for any direct, indirect or consequential loss or damage howsoever arising or occurring, whether found in tort, contract statute or otherwise.

**15. NO IMPLIED SERVICE:**

The Buyer acknowledges that excepting as provided by law this agreement does not entitle the Buyer to demand to receive from Seller any site inspection or service of the goods supplied, delivered and installed if applicable. If the Buyer does require Seller's services in respect of site inspection and service of the goods, the subject of this agreement, then the Buyer should arrange with Seller to enter a separate agreement in respect of same. In the event that no separate agreement in relation to site inspection and service is required by the Buyer, then the Buyer acknowledges that in the event of the goods supplied requiring to be serviced or inspected due to breakdown or otherwise, then the Buyer shall rely solely on any benefit in respect of same provided by the Manufacturer.

**16. AGREED USE:**

The Buyer acknowledges that the matters set out in the schedule hereto are a true description of the purpose for which the goods purchased hereby are to be applied in respect of work required to be performed by such goods and that the Buyer may forfeit any rights if any he may have against Seller for the supply of the subject goods if they are applied to any other use. The Buyer forfeits any right or claim against the Seller if any alteration to the goods sold or quoted is carried out without the Seller's written consent. The Buyer further acknowledges sole responsibility for any damage or injury to property or persons caused by using the sold goods to pump or transfer hazardous or toxic fluids or substances.

**17. REPAIRS:**

Goods returned by Buyer to Seller for repair will be free of all charges to Seller and at the Buyer's risk.

**18. VARIATION BY BUYER:**

Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation or invoice is based Seller reserves the right to revise and amend the contract price accordingly.

**19. COUNCIL APPROVAL:**

Seller's quotation makes no allowance for building or development applications or fees to Council or relevant approvals for use required by Council or Government Codes. Responsibility is solely on the Buyer for such approvals for the goods and their installation or use.

**20. CLERICAL ERRORS:**

Clerical errors in computations, typing or otherwise of catalogue, quotation, acceptance, offer, invoice, delivery docket, credit note, specification of Seller shall be subject to correction.

**21. MODIFICATIONS:**

All modifications and amendments to these Terms and Conditions shall be in writing and if otherwise shall not be binding upon Seller.

**22.** If any of the provisions of this Contract are unlawful or invalid by reason of any applicable statute or Rule of Law, then such provision shall be severed from the rest of this Contract which shall remain valid and binding on all parties.