

Terms and Conditions – Sale of Equipment

Following are the Terms and Conditions applying to the Sale of Equipment by 4T Consultants Pty Ltd (4T) to the customer, as an individual or organization placing an order with 4T.

Prices:

Unless stated otherwise prices quoted are in Australian dollars and are based on rates of freight, insurance, customs duty, foreign exchange, shipping expenses, cartage and sorting and tracking charges, State and Federal taxes and Charges applying at the date of quotation. Any alterations either before acceptance or during the currency of the contract shall be to the customer account, unless otherwise agreed in writing.

Quotations:

Unless otherwise stated, quotations will remain open for acceptance for a period of thirty days (30) after which they will be subject to confirmation by 4T before acceptance of an order.

Ordering:

Placing an order with 4T will indicate automatic acceptance of these Terms and Conditions. Orders placed for the value of less than \$100.00 may incur a \$50.00 administration fee. No order for goods will be accepted by 4T unless and until it is received by 4T in writing.

Delivery:

Freight is provided using 4T's nominated carrier only, and is deemed to have occurred upon receipt of the goods at the customer's premises. Where the customer nominates a carrier, delivery is deemed to have occurred upon delivery to or collection by the customer's nominated carrier. Where goods are to be collected by the customer from 4T, delivery is deemed to have occurred when the customer has been notified by 4T that the goods are available for collection.

Risk and Ownership:

(a) The risk in all goods supplied shall pass to the customer on delivery by 4T to the customer.

(b) Property in the goods shall not pass from 4T to the customer until payment is made by the customer to 4T for the invoice price of the goods. Until payment in full has been made the customer holds the goods merely as a bailee on trust for 4T. By giving reasonable notice 4T may require the customer to return any goods which remain the property of 4T.

Payment Terms:

Unless otherwise provided for, payment terms are strictly payment prior to delivery. 4T reserves the right to suspend shipments to any customer whose account is overdue. Goods to be purchased under finance will normally not be dispatched until 4T has been notified by the finance company that the finance has been approved.

Goods and Services Tax (GST):

GST at ruling rates will be charged on all goods and services supplied and will be collected by 4T on behalf of the Commissioner of Taxation. No exemptions apply.

Claims:

Unless claims for non-delivery of goods, incorrect delivery of goods and delivery of goods not in accordance with the order are notified in writing to 4T within 7 days from date of delivery, then the said goods are deemed to be in all respects in accordance with the order and the customer shall be liable for and bound to pay for the goods. Any written notice must give details of the invoice number, invoice date and reason for claim.

Returns:

Goods ordered and shipped may only be returned after written approval (Return Authorisation Form) has been given by 4T and any credit due or any repairs/replacement under warranty shall be determined after inspection. A re-stocking fee equal to 30% of the sale price may be applied to goods returned for credit. Except for warranty claims, returns will not be accepted for any reason after 60 days from the date of shipment.

Goods approved by 4T for return must be sent freight pre-paid unless otherwise arranged with 4T. Goods approved by 4T for return freight collect will only be accepted if sent by 4T's nominated carrier.

Delay in Delivery:

4T undertakes to make every effort to ensure that goods are delivered within the quoted delivery time. Orders for goods not delivered within the quoted delivery time may only be cancelled by the customer giving 4T 7 days' notice in writing of the intention to cancel such order and provided the goods have not been delivered by 4T within those 7 days.

Overdue Accounts:

4T may charge the customer bona fide reasonable costs including the costs of any bank fees for dishonoured cheques, collection agencies, solicitor or other legal or accounting costs incurred in the collection of overdue monies. These costs are in addition to any costs awarded by a court of competent jurisdiction.

Warranty:

To the extent provided by law, the only warranty that applies to the goods and any work performed by 4T is that of the Manufacturer of the goods. The customer acknowledges this and indemnifies and holds harmless 4T against any and all claims relating to defects in materials and workmanship in the goods supplied.

Liability:

(a) Liability of 4T to the customer shall not in any case exceed the purchase price of the goods for which liability arises whether in contract or tort or however. 4T shall not be liable to the customer for any damages or consequential loss including loss of profit or any account however arising from any breach of contract and the customer releases 4T from any such claim.

(b) Subject to the Trade Practices Act 1974 (as amended), no warranty, term or condition shall be implied against. 4T by statute, common law or otherwise. No representation, condition, term or warranty shall be binding upon 4T unless it is written and signed by 4T or a person authorised in writing by 4T.

Repairs:

Goods returned for repairs shall be accompanied by a Return Authorisation Form listing the faults found and the work required to be done.

No work shall commence until the customer provides 4T with an official order number or written authorisation to proceed with the repairs.

Installation and Commissioning:

Unless itemised separately prices quoted do not include installation or commissioning. Installation and commissioning work will be undertaken in accordance with 4T's standard terms and conditions for Professional Services.

Intellectual Property and Confidentiality:

The customer acknowledges that documentation accompanying the goods supplied and in particular any drawings, diagrams, descriptions or illustrations of goods, tables and specifications are or may be the intellectual property of the Manufacturer of the goods and may contain knowledge and information confidential to the Manufacturer. The customer undertakes to keep confidential such knowledge and information and not disclose it to third parties except in so far as it is already in the public domain or required to be exposed by law.

Force Majeure:

(a) Neither 4T nor the customer shall be responsible for any failure to fulfil their respective obligations under these terms and conditions if fulfilment has been delayed, hindered, interfered with curtailed or prevented by any

circumstance which is not within the reasonable control of the effected party or by compliance with any order, demand, requirement, recommendation or request of any international, national, port, transportation, local or other authority or court having the appropriate jurisdiction or any person purporting to be or to act for such authority or court or any strike, lock out or industrial dispute whether or not 4T or the customer are parties thereto.

(b) If either party fails to perform its duties and/or obligations under these terms and conditions as a result of one or more of the reasons specified above that party shall give written notice to the other of its inability setting out the reason in question and the operation of the contract shall be suspended during the period in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written notice to the other of this fact. If the reason continues for a period of more than thirty (30) days and substantially affects the commercial intention of the transaction between the parties, the party not claiming relief under this term may terminate the contract upon giving seven days (7) written notice of termination to the other party. Termination shall be without prejudice to any of the rights and obligations of either party approved prior to the date of termination.

Notices:

Any notice required under these terms and conditions must be in writing, addressed to the other party and either delivered to that party's address, sent by mail or transmitted by facsimile or email.

(a) A notice given to a party under (a) above shall be duly given and received on the date of delivery on the third day after posting or on the day of transmission in the case of a facsimile or email.

Governing Law:

The Law of the State of Queensland governs these terms and conditions and any legal proceedings pursuant to them.

Terms and Conditions – Rental of Equipment

Instrument Calibration:

All 4T instruments are subject to calibration/check testing prior to dispatch, however the hirer is responsible for ensuring appropriate calibration prior, during and following the use of an instrument. 4T will carry out regular maintenance and repairs due to ordinary wear. 4T under no circumstances will be responsible for the validity of instrument readings.

Equipment Repairs & Cleaning:

Prior to the dispatch of instruments, 4T inspects and cleans instruments to ensure satisfactory performance. The hirer is to follow instrument maintenance guides or instructions, which are provided by 4T. Any failure to clean and decontaminate instruments will incur additional costs based on \$25 for every 15 minutes (or part thereof) required to carry out repairs and decontamination.

Damage or Loss:

The hirer is responsible for all financial liabilities associated with instrument loss or damage during incorrect usage, possession or freight, and 4T must be notified immediately any instrument is lost or damaged. The hirer assumes all financial liability for loss and damage of equipment due to misuse, abuse or accident.

The Customer accepts full responsibility to guard the equipment against theft, damaged or negligence until it has been returned to 4T. In respect to theft, damage or loss of equipment the rental/hire of the equipment shall continue until the item has been adequately repaired (as deemed by 4T) or the replacement cost has been paid by the customer to 4T.

Replacement of Malfunctioning equipment:

In the event of instrument failure or malfunction, 4T must be notified immediately, and a replacement will be shipped if available, if the instrument problem is not able to be rectified quickly and easily. Malfunctioning instruments are to be immediately returned to 4T. Costs for road freight in such circumstances will be covered by 4T; if airfreight is required additional charges are the responsibilities of the renter. Transit insurance charges can be included if so desired by the renter.

Freight conditions & Charges:

4T will dispatch hiring instruments using a pre-paid express service, which will be invoiced as freight charges. The return of instruments and associated freight charges is the responsibility of the hirer unless arrangements have been made prior with 4T. Any loss or damage to instruments during shipment from the hirer to 4T is the responsibility of the hirer. 4T must be notified immediately should any shipment problems occur. The hirer must ensure that it is contactable by phone on the day of dispatch and 4T must be contacted by 12.00 pm the day before if there are any changes to the agreed day of dispatch, otherwise cancellation fees will apply including freight charges.

Liability:

Under no circumstance is 4T liable for any damage, including financial losses, instrument losses, associated damage to other equipment/instruments, replacement instrument charges or downtime. 4T is not responsible or liable for any loss or damage of a hirer's business, property, injury or death. 4T is indemnified by the hirer from any claims arising from, and associated with the hiring of instruments, including legal fees and charges.

Rental Period:

The hiring period commences on the date indicated on the Rental Order Confirmation Form. The duration of the hire is based on the date the Instrument(s) are returned to 4T. Instrument(s) returned after 12 noon will incur the additional hire cost for that day. There is no charge for equipment held over the weekend, and the minimum hiring period is 1 day. Any extension of the hire period must be approved by 4T.

Daily rental rate is based on a 24-hour period; Weekly rental rate is based on a 7-day period; Monthly rental rate is based on a 4-week period

Payment Terms:

Payment terms are either in advance or on account, net 30 days from date of invoice. Statements will be mailed out to assist account reconciliator and prompt payment. 4T reserves the right to suspend shipments to customers whose accounts are overdue.

Early Cessation:

Notwithstanding the rental period, 4T expressly reserves the right to early cessation, which may be exercised on demand and at the absolute discretion of 4T. In the event that 4T so demands the customer shall forthwith return the equipment to 4T. The applicable rental shall be adjusted and payable on a pro rata basis. For the purpose of pro rata a day shall be any day excluding Saturday and Sunday and a public holiday in the event that the business does not continue. A week shall be seven days and a month shall be 28 days

Customer Covenants:

The Customer agrees with 4T that:

- The equipment shall remain the property of 4T unless otherwise agreed in writing from 4T;
- The Customer shall not sell, charge, pledge or part with possession of the equipment;
- The Customer shall use the equipment in a careful and proper manner and not interfere or tamper with the equipment or let any other person / persons do so;

- The Customer shall notify 4T immediately if any judgement or order is levied against the Customer or the property of the Customer or if a petition is presented for the liquidation of the Customer or a receiver is appointed or a scheme of arrangement is proposed;
- The Customer shall permit 4T or its agents or servants to enter the premises where the equipment is located at all reasonable times in order to inspect the equipment and carry out repairs to the equipment;
- The Customer requires and will use the equipment for business purposes only;
- The Customer accepts full responsibility to guard the equipment against theft, damage or negligence until it has been returned to 4T. In respect to theft, damage or loss of equipment the Rental / Hire of the equipment shall continue until the item has been repaired by 4T or the replacement cost has been paid by the Customer to 4T.

Warranty:

4T warrants that each item of equipment rented/ hired is of merchantable quality and fit for purpose for which it was designed and undertakes to repair or replace equipment, which has failed due to defects in materials or workmanship. Without limiting the generality of the foregoing the aforesaid warranty does not extend to repair or replacement of equipment occasioned by:

- The failure of the Customer to comply with any instructions or literature supplied with the equipment relating to the storage, installation, operation or servicing of the equipment;
- Faulty installation or workmanship by a third party, which causes damage to the equipment;
- The misuse, neglect or alteration in any manner by the Customer, its agents or employees or any third party.

Limitation of Liability:

The Customer acknowledges that it has not relied upon any statement by 4T in respect of the Customers purpose for the utilisation of the equipment and that 4T is not responsible or liable for the failure of that equipment to perform for the purposes required by the Customer nor for any loss or damage alleged to have arisen from delay in delivery, malfunction or failure of any of that equipment.

Long Term Hire:

The Customer agrees that if a hire rate discount has been provided for long term hires and the customer returns the equipment prior to the nominated

end date 4T reserved the right to charge the customer full value for the period of hire without discount.

Sundry:

These Terms and Conditions set forth constitute the entire agreement between 4T and the Customer with respect to the equipment and shall not be amended except in writing signed by both parties and the Customer does acknowledge and agree that all other warranties or the suitability of the equipment for any particular use or purpose whether implied or statutory are hereby excluded.

Prices:

Unless stated otherwise prices quoted are in Australian dollars and are based on rates of freight, insurance, customs duty, foreign exchange, shipping expenses, cartage and sorting and tracking charges applying at the date of quotation. Any alterations either before acceptance or during the currency of the contract shall be to the customer account, unless otherwise agreed in writing.

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