



STANDARD TRADING TERMS AND CONDITIONS OF SALE

Declaration and Acknowledgment

The Purchaser expressly declares and acknowledges that the Purchaser has read and understood the following terms and conditions and agrees to purchase goods or services from the Company subject to the same.

Signature

Date

1.	General	<p>1.1. This form is to be read in conjunction with any quotation notes issued to the Purchaser, as applicable.</p> <p>1.2. In these Terms and Conditions the following definitions shall apply:</p> <p>1.1.1 “Company” means 101 Sampling Solutions Pty Ltd (ACN 604 616 980).</p> <p>1.1.2 “Contract” means the agreement resulting from acceptance by the Company of the Purchaser’s Order.</p> <p>1.1.3 “Order” means any order made by the Purchaser for the supply of goods or services by the Company.</p> <p>1.1.4 “Purchaser” means the person named as such on the face hereof and includes its heirs, executors, legal representatives and administrators, and permitted assigns, and in the case of a body corporate, includes its successors and permitted assigns.</p> <p>1.1.5 “Products” means the services provided or goods, material plant or machinery to be manufactured, sold and/or supplied by the Company to the Purchaser.</p> <p>1.1.6 “Terms and Conditions” means these standard terms and conditions, together with any specific conditions contained in the Company’s quotation. The standard terms and conditions prevail over any special conditions contained in the quotation to the extent of any conflict between them.</p> <p>1.1.7 “Defective” or “Defect” means that the materials or workmanship of a Product are broken or non-functional according to industry standards, or do not meet the specifications or drawings approved by the Company.</p> <p>1.2 The Company’s business is conducted on these Terms and Conditions unless otherwise agreed in writing by a Director or authorised representative of the Company. Any reference to the Purchaser’s own terms and conditions by the Company does not constitute acceptance of those terms and conditions.</p> <p>1.3 Any Purchaser who offers to purchase Products and/or services from the Company, or accepts quotations submitted by the Company (whether expressly or impliedly by presentation of an Order or similar offer to purchase), is deemed to accept these Terms and Conditions to the exclusion of all others (including any terms and conditions contained in the Purchaser’s Order but not accepted by the Company).</p>
2.	Quotation	<p>2.1 The Company may issue a quotation to the Purchaser in respect of the supply of goods or services by the Company.</p> <p>2.2 The Company may change any written quotation until the Company accepts an Order.</p> <p>2.3 Any quotation is void after thirty (30) days unless extended in writing by the Company.</p> <p>2.4 Verbal quotations are liable to change until the Company accepts an Order.</p>

		<p>2.5 All drawings, specifications, descriptions and other documents supplied as part of any quotation or tender are for tendering purposes only and shall not form the basis of or be part of the Contract.</p> <p>2.6 The Company may unilaterally correct typographical and clerical errors.</p>
3.	Acceptance of Orders	<p>3.1 The Company may accept any Order without sending acknowledgment to the Purchaser.</p> <p>3.2 The Purchaser will be notified in writing within 14 days if the Company does not accept the Purchaser's Order for any reason.</p> <p>3.3 The Company shall not be deemed or implied to have accepted an Order or any condition contained therein by reason only of the Company having returned any acknowledgment of the Order.</p>
4.	Terms of Payment	<p>4.1 The Company will issue an invoice to the Purchaser in respect of an Order which is accepted by the Company.</p> <p>4.2 Payment of an invoice issued under clause 4.1 shall be made:</p> <p>4.2.1 in net cash upon delivery (unless otherwise specified in the Company's quotation or an Order accepted by the Company); or</p> <p>4.2.2 if the Purchaser possesses a current credit account with the Company, payment shall be due within 30 days of the end of the calendar month in which delivery of the goods was made; or</p> <p>4.2.3 by way of a confirmed, irrevocable, documentary Letter of Credit, payable 100 per cent at sight, established through a recognised international bank with all charges to the Purchaser's account. The Letter of Credit shall be made to allow for transshipment, partial delivery and made valid for a period of sixty (60) days in excess of the Company's quoted delivery to cover possible "force majeure" with regard to shipping schedules, wharf strikes or other delays beyond the Company's control and to be established as part of the Company's acceptance of the Order;</p> <p>4.3 Specific terms of payment for capital equipment are as detailed in the quotation.</p> <p>4.4 Clause 4 applies to partial as well as complete deliveries and to deliveries delayed at the request of the Purchaser.</p> <p>4.5 Interest will be charged to overdue accounts until paid in full. The interest rate is the prevailing bank overdraft rate of the Company's bankers and may be changed by the Company from time to time at its discretion.</p>
5.	Price Variation	<p>5.1 All prices quoted or accepted are based on the cost of labour, materials, transport, essential services, tariffs, duties, exchange and other costs and statutory obligations as at the date of the quotation, unless otherwise stated. Any changes to these costs between the date of quotation and the date of invoice will be charged to the Purchaser's account and the purchase price shall be varied on the following basis:</p> <p>5.1.1 the Company's standard price list as at the date of the quotation of the Order will apply to Products manufactured by the Company; and</p> <p>5.1.2 any third party vendor's price (as at the date of delivery to the Company) will apply to Products manufactured by that vendor.</p> <p>5.2 If the price of the Order materially increases under clause 5.1, the Purchaser may elect to cancel the Order and receive a credit to the value of the purchase price and a refund of any deposit already paid in respect of the Order. In that case, the Purchaser is responsible, at its expense, to return the Company any Products already delivered to the Purchaser pursuant to the Order.</p>
6.	Tax and Customs Duty	<p>6.1 Prices quoted do not include any tax, customs duty, government dues or impost of any kind unless otherwise indicated. If applicable, any tax, customs duty, government dues or impost will be charged to the Purchaser's account.</p> <p>6.2 The Company's acceptance of the Purchaser's tax certificate or other document claiming exemption from taxes, dues, or imposts shall not absolve the Purchaser from liability to pay any charge subsequently imposed.</p>

7.	Packing	<p>7.1 The Company does not charge for its normal packing.</p> <p>7.2 No credit or deduction will be allowed if the customer does not require packing.</p> <p>7.3 The Purchaser will be charged for any applicable export or other special packing required but not specified by the Purchaser at the time of the quotation or Order acceptance.</p>
8.	Delivery	<p>8.1 Prices quoted and accepted are “ex works” at the Company’s premises.</p> <p>8.2 Delivery is ex works on notification of completion, at which time all risk in the Products passes to the Purchaser.</p> <p>8.3 Upon notification of completion of the Order, the Purchaser may:</p> <p>(a) collect the Order as nominated in the Company’s notice of completion; or</p> <p>(b) request the Company to arrange delivery of the Order to a location nominated by the Purchaser. The Purchaser must pay to the Company all costs, fees, labour hire fees, expenses and duties incurred by the Company in connection with the delivery of the Order to the Purchaser under this subclause.</p> <p>8.4 The Company provides its best estimates of completion and delivery times, but does not guarantee completion or delivery of an Order within the same.</p> <p>8.5 Estimated completion and delivery times may be subject to extensions to cover delays caused for any reason whatsoever beyond the control of the Company.</p> <p>8.6 The Company is not responsible for any loss or damage arising from any delays beyond the estimated completion or delivery time.</p> <p>8.7 The Company may deliver and invoice any Order either as a whole or progressively. In the event of the Purchaser requesting the Company to delay delivery or failing to give the Company adequate delivery instructions, the Company may invoice the Purchaser and store the goods at the Purchaser’s risk and expense.</p>
9.	Insurance	<p>9.1 The Purchaser is responsible for all insurance cover in respect of the Products and Order.</p> <p>9.2 The Company will only arrange insurance upon written instructions from the Purchaser, at the Purchaser’s expense.</p> <p>9.3 All risk passes to the Purchaser upon completion of an Order and the Company will not be responsible for any loss or damage occurring after the time of completion.</p> <p>9.4 For the purpose of this clause, the time of completion and delivery shall be as commonly accepted by the insurance industry.</p>
10.	Changes and Cancellation	<p>10.1 The Contract and any Order made by the Purchaser and accepted by the Company may only be cancelled with the Company’s written consent.</p> <p>10.2 The Company’s failure to enforce any of its rights promptly will not give rise to a claim by the Purchaser that the Company has waived any right or remedy.</p> <p>10.3 The Purchaser shall reimburse the Company for all costs and expenses of all work and commitments rendered unnecessary by the Contract or an accepted Order being changed or cancelled. The Purchaser agrees that the Company may offset any deposits paid against any costs associated with the work already completed.</p> <p>10.4 If the Purchaser fails to make any payment(s) on the date(s) specified on the Company’s quotation or any Order accepted by the Company, then the Company, without prejudice to any of its rights, is entitled without notice to:</p> <p>10.4.1 suspend or cease manufacture, production or delivery of the goods; and/or</p> <p>10.4.2 retain any payment or deposit made by the Purchaser and/or retain the goods, as the Company, in its sole discretion, sees fit.</p>

11.	Warranties	<p>To the extent permitted by law, the Company provides the following warranties in respect of Products it supplies.</p> <p>11.1 New Products</p> <p>11.1.1 If any new Product sold by the Company is found to be Defective within 6 months of delivery, the Company will, at its option, either repair or provide a replacement part or Product, provided that:</p> <ul style="list-style-type: none"> (a) the Purchaser has notified the Company of the alleged Defect in the Product within 6 months of delivery to the Purchaser; (b) the Purchaser has provided the Company with a reasonable opportunity to test and assess the allegedly Defective part or Product; and (c) the Purchaser promptly returns, at its expense, the Defective part or Product to the Company's premises. <p>11.1.2 Any Defective part replaced under this warranty becomes the Company's property and any repaired or new part will be delivered free of charge to the Purchaser's site or principal place of business.</p> <p>11.2 Special Products</p> <p>11.2.1 The Company may offer a different warranty period on selected Products.</p> <p>11.2.2 Any additional warranty will only be effective if clearly stated in the Company's quotation, in an Order accepted by the Company or otherwise specified in writing and authorised by a Director or authorised representative of the Company.</p> <p>11.3 Repaired Products</p> <p>11.3.1 The Company provides a 3 month warranty on Products it repairs or replaces, on the same terms as the warranty applicable under clause 11.1.</p> <p>11.3.2 No separate warranty shall apply to Products wholly or partially repaired or replaced by a third party.</p> <p>11.4 Warranty Exceptions</p> <p>11.4.1 To the extent permitted by law, the warranties given by the Company do not cover:</p> <ul style="list-style-type: none"> (a) failures not reported to the Company within the relevant warranty period; (b) failures or damage due to misapplication, abuse, improper installation, or abnormal conditions or operation; (c) failure due to operation, whether intentional or otherwise, above or below rated capacities or in an otherwise improper manner; and (d) Products damaged during freight, handling or shipment without the fault of the Company. <p>11.4.1 To the extent permitted by law, the Company shall exercise its best skill, competence and experience to perform any services (including testing, process development, equipment selection, design, detail contract supervision and contract management) but, to the extent permissible by law, the Company does not provide a warranty on the same.</p> <p>11.4.2 The Company does not give a warranty on any equipment designed by the Purchaser which is manufactured by a third party and/or purchased by the Company for resale to the Purchaser, either separately or as part of equipment manufactured by the Company. The warranty established by the third party manufacturer of the equipment shall apply.</p> <p>11.5 Electrical Fitting and Wiring</p> <p>11.5.1 The Company gives a 3 month warranty on electrical work carried out on behalf of the Company, and otherwise on the same terms as the warranty for new Product</p>
12.	Performance	12.1 If requested by the Purchaser, the Company may recommend or select Products

		and/or ancillary attachments based on their suitability, performance, size, number or capacity in order to perform a particular task or operation. To the extent permitted by law, the Purchaser acknowledges and agrees any recommendation provided by the Company is based on the Company's experience but the Company does not guarantee the performance of the Product or its suitability to perform any task or purpose which is not within the ordinary purposes or tasks for which a Product of that type is supplied.
13.	Limit of Liability	<p>13.1 To the extent permitted by law, the Company's maximum liability on its warranties shall be limited to the cost of correcting Defects in the product or service supplied. The Company shall not be liable for:</p> <ul style="list-style-type: none"> (a) expenses the Purchaser has incurred while attempting to repair or rework any allegedly defective Product or service; (b) any direct or indirect losses, expenses, liabilities and damages (including loss of profits, any third parties or claims made by the Purchaser's customers against the Purchaser or the Company and consequential damages). <p>13.2 Clause 13.1 applies whether or not the loss or damage is caused by or contributed to by the default or negligence of the Company, its agents, employees and subcontractors, which might be claimed as the result of the use of failure of the Product sold or the service supplied.</p>
14.	Inspection and Testing	<p>14.1 The Purchaser's inspectors will be given full access to all relevant areas of the Company's works during normal working hours for the purpose of inspecting the manufacture, assembly and testing of the Products.</p> <p>14.2 Inspections will be performed only upon appointment, nominated at the time an Order is placed and giving at least twenty four (24) hours' notice.</p> <p>14.3 A representative of the Company may accompany any inspection by the Purchaser.</p> <p>14.4 The Purchaser's inspector may be required to sign a full compliance release covering design conformity, dimensional accuracy and works following the final inspection of the Products.</p>
15.	Industrial Property Rights	<p>15.1 The Company has acquired certain intellectual property rights and other industrial property rights relating to the Products. The Purchaser shall not at any time, directly or indirectly, manufacture or produce the subject matter of the Company's intellectual or industrial property rights.</p> <p>15.2 The Purchaser shall indemnify the Company from any actions in regard to intellectual or industrial property rights, including patents, design registration and copyright, arising from the use of any documents, drawings or other information supplied by the Purchaser.</p>
16.	Reference to other manufacturers' numbers	<p>16.1 Any reference made by the Company to a third party manufacturers' names, part numbers, symbols, model numbers or descriptions is for reference purposes only. It is not implied that any part listed or included as such is the Company's property or manufactured by the Company.</p>
17.	Retention of Title	<p>17.1 The Company remains the legal owner of the all Products until all monies owing to the Company have been paid.</p> <p>17.2 The Purchaser shall hold the Products as bailee and shall be liable to the Company as a fiduciary until the Company receives full payment of all outstanding money.</p>
18.	Return and repossession of Products	<p>18.1 The Company may direct the Purchaser to immediately return the Products if monies owed to the Company by the Purchaser under these Terms and Conditions have been outstanding for 30 days.</p> <p>18.2 The Purchaser authorises the Company and its agents to enter the Purchaser's premises and do all things reasonably necessary to repossess the Products if the Purchaser does not return the Products as required under clause 18.1.</p> <p>18.3 The Company is not liable for any losses or damages suffered by the Purchaser by reason of the Company repossessing the Products under this clause.</p>

19.	Return of Products	<p>19.1 The Company may, at its discretion, grant a refund or credit for Products which are not Defective and which the Purchaser returns within 14 days of delivery.</p> <p>19.2 The Company will not grant credit or refund any returned Products which:</p> <p>19.2.1 Are damaged, or have deteriorated due to moisture, corrosion or mishandling by the Purchaser; or</p> <p>19.2.2 Are items not normally stocked by the Company at the date of return; or</p> <p>19.2.3 Have been used or fitted; or</p> <p>19.2.4 Are returned more than six (6) months after the date of purchase as shown on our dispatch note.</p> <p>19.3 Products returned outside fourteen (14) days from dispatch will be subject to 15 per cent restocking fee.</p> <p>19.4 All Products are returned at the Purchaser's risk.</p>
20.	Security	<p>20.1 The Purchaser expressly agrees that, if any amount owing to the Company by the Purchaser under these Terms and Conditions remains outstanding for a period of 60 days, the Company may register an absolute caveat over any of the Purchaser's real or personal property as security for the Company's interest in the outstanding amount.</p> <p>20.2 The Purchaser agrees and acknowledges that if the Company registers an absolute caveat under clause 20.1, the absolute caveat is reasonably necessary to protect the Company's interest.</p>
21.	Severance	<p>21.1 Any provision of these terms and conditions which is void or unenforceable (including under Chapter 2 Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth)), will be ineffective only to the extent of that voidness or unenforceability without invalidating the remaining provisions.</p>