

GENERAL CONDITIONS OF SALE

QUOTATIONS

Where these conditions accompany a Quotation then these conditions should be read in conjunction with that Quotation and apply in full unless and except where specifically varied in writing in the Quotation. In submitting a Quotation UNITRONIX offers to provide the equipment and/or service described at the stated prices subject to the terms and conditions printed herein. No order placed pursuant to any Quotation is binding on UNITRONIX until accepted by UNITRONIX. Availability of goods may be affected by prior sale. Unless otherwise specified any Quotation will require written revalidation after thirty (30) days from the date of issue.

CASH OR CREDIT SALES

- a. These conditions shall apply to all UNITRONIX credit sales and their acceptance is a precondition to the granting of any credit facility.
- b. Prices are for goods supplied and packed to UNITRONIX's specification; delivery is as per quoted special conditions in the relevant quote. Installation, commissioning and maintenance costs are not included in the sale price unless specifically indicated in our Quotation.
- c. **GST:** Is not included in quoted prices and if applicable will be charged at the rate applying at the date of invoice.
- d. **Variations:** Published prices are subject to change without notice. All prices are based on the quantity specified and do not necessarily operate pro rata for any greater or lesser quantities. In the case of Quotations prices are based on labour and material prices ruling at the date of our Quotation. Unless specified otherwise in any Quotation document. UNITRONIX shall only vary prices in accordance with increases in the cost of materials, labour, shipping rates, insurance, wharfage, customs duty, any Federal or State taxes necessary, and currency exchange rates. Where an exchange rate is pertinent, it shall be the rate published daily by the Westpac Banking Corporation on the date of UNITRONIX's invoice. The base rate to be used in calculating any exchange rate variation shall be expressed in our Quotation.

ACCEPTANCE

- a. Any instruction received by UNITRONIX from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by UNITRONIX shall constitute acceptance of these terms and conditions contained herein.
- b. Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of UNITRONIX.
- c. The Customer undertakes to give UNITRONIX not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number or business practice)

PROPERTY AND RISK

The purchased goods remain the property of UNITRONIX until payment has been received in full. Until property of the goods passes to the buyer the goods must remain clearly identified as the property of UNITRONIX.

DELIVERY

- a. Any time or date stated by UNITRONIX for anticipated or promised delivery of the goods is a bona fide estimate only. If UNITRONIX is delayed by any circumstance or event beyond its control then it may suspend delivery or extend the delivery time in respect of the whole or part of the goods and it shall not be liable to the Buyer for any consequential loss or damage arising from any such delay.
- b. The Buyer shall accept delivery of the goods at the agreed delivery point of the Buyer. In the event of substantial delay in accepting delivery UNITRONIX shall be entitled to charge the Buyer for extra costs of storage and/or other expenses incurred.
- c. Any agreement or undertaking by UNITRONIX is contingent upon its ability to secure or supply the goods.
- d. Delivery may be made in one or more lots. Each lot shall form a separate contract on delivery and be accepted and paid for accordingly notwithstanding late delivery or non-delivery of any other lot. Upon failure of the Buyer to pay any amount when due UNITRONIX may at its option terminate the contract as to further delivery and no forbearance or course of dealing shall affect this right of UNITRONIX.
- e. The costs of carriage and insurance which the Customer reasonably direct UNITRONIX to incur, shall be reimbursed by the Customer (without any set-off or other withholding whatever) and shall be due on the date of payment of the Price.

TERMS OF PAYMENT

- a. **Credit Accounts:** The Buyer will only be granted a credit account if he has completed a formal UNITRONIX Credit Application Form and has had that accepted in writing by UNITRONIX. Payment by credit account buyers is to be made strictly nett cash within thirty (30) days from the date of invoice. Should payment not be received by the due date then any credit facilities may be withdrawn without notice and future supply may be refused.
- b. **Interest:** UNITRONIX shall be entitled to charge interest on overdue accounts calculated from the day following the date upon which payment should have been made, at the published overdraft Westpac Banking Corporation rate plus two percent (2%) per annum.
- c. **Payment by Cash Buyers:** In the case of cash buyers, payment shall be made strictly nett cash before supply takes place. Cheques are to be cleared prior to delivery of the goods. Credit Cards - Bankcard, Visa and MasterCard are accepted as a means of payment for orders valued to \$10,000; a fee of 1.4% will be charged - the transaction to be cleared prior to dispatch. Electronic transfer of funds directly to UNITRONIX's account is an acceptable means of payment, and the goods will be despatched once UNITRONIX is satisfied that the funds have been lodged in the corresponding account.
- d. **Claims:** Subject to the provisions of any appropriate Commonwealth or State legislation to the contrary, no claim in relation to the goods will be recognised unless such claim is made in writing within seven (7) days after receipt of the goods.

DEFAULT

- a. Upon the happening of any of the following events:
 - 1 The commission by the Buyer of any act of bankruptcy or the Buyer going into liquidation or a petition being presented for the sequestration of the Buyer's estate or the winding up of the Buyer; or
 - 2 The Buyer assigning its property for the benefit of creditors or having a receiver or official manager appointed or
 - 3 The Buyer being in breach of any of these terms and conditions: then in such event UNITRONIX shall have the right to:
 - a. Decline to deliver the goods or any balance of the goods still due; and/or
 - b. Stop any goods in transit, or
 - c. Otherwise cease to perform any of its obligations to the Buyer; and/or
 - d. Terminate the contract without incurring any liability at law or in equity and without prejudice to its rights to recover amounts owing to it by the Buyer; and/or damages; and/or
 - e. Enter into any premises of the Buyer and repossess any goods already delivered in which it has property; and/or
 - f. Recover from the Buyer the contract price of the goods delivered and for freight, storage, handling and other expenses incurred by the Buyer; and/or
 - g. To sell the goods elsewhere and charge the Buyer with any resultant loss.

- b. Should UNITRONIX by its servants or agents enter upon any premises where goods are situated for the purpose of repossessing such goods in accordance with its rights herein and any person bring any action for trespass or any other action against UNITRONIX based upon such entry or anything done during or in connection with such entry, the Buyer shall indemnify and keep indemnified UNITRONIX for all damages for which UNITRONIX may be responsible as a result of such action.

RETURNS FOR CREDIT / ORDER CANCELLATION

Unless otherwise agreed in writing, UNITRONIX will not accept any goods returned for credit for reasons other than incorrect supply by UNITRONIX, or damage or failure to perform to specification. Goods being returned for credit are to be clearly consigned to the address of UNITRONIX in accordance with the following procedures:

- a. Approval must first be obtained from UNITRONIX who will provide a Returned Materials Authority number.
- b. Goods must be in the original carton and complete with all accessories and in a saleable and undamaged condition and marked with UNITRONIX's Returned Materials Authority number.
- c. The UNITRONIX invoice number and Returned Materials Authority number date must be stated on the claim form.
- d. The reason for return of the goods (eg faulty, damaged, wrongly delivered) must be stated on the claim form.
- e. UNITRONIX shall in each case determine whether it should bear the relevant cost of freight.
- f. If the return of goods is requested, then UNITRONIX may charge a cancellation fee to be advised and dependant on the return of the goods and/or cancellation of the purchase on the UNITRONIX supplier being accepted by the UNITRONIX supplier.

WARRANTY

- a. UNITRONIX supplied goods are warranted to be free from defects in design, materials and workmanship. Provided they are properly installed, maintained and operated under the specific rating and conditions set out in the relevant technical manual for a period of twelve (12) months or as offered by UNITRONIX supplier if greater than twelve (12) months. The warranty commences from the date of dispatch from UNITRONIX from its store.
- b. The above warranty is in addition to the warranties and conditions implied by Part V Division 2 of the Trade Practices Act 1974 or by applicable State Acts and Territorial Ordinance to the extent that such implied warranties and conditions are incapable of being excluded here-from. All other warranties and conditions are hereby expressly excluded.
- c. The Buyer and its employees or agents shall not make any statement, representation, undertaking or warranty concerning the goods other than those contained in literature published by the manufacturer and supplied by UNITRONIX or those which are expressed or implied by law and which cannot be excluded.
- d. The acceptance of any of the goods by the Buyer shall imply a condition indemnifying UNITRONIX and keeping it indemnified against any loss, claim or damage suffered by reason of or arising out of:
 - 1 Any statement, representation, undertaking or warranty regarding the goods which is not authorised by UNITRONIX, and
 - 2 Any loss or damage caused to the goods after risk therein has passed to the Buyer.
- e. Where the goods supplied by UNITRONIX are not of a kind ordinarily acquired for personal, domestic or household use or consumption, UNITRONIX's liability for breach of a condition or warranty implied in relation to the goods by the Trade Practices Act 1974 (other than a condition implied by Section 69) shall be limited to any one of the following as determined by UNITRONIX:
 - 1. Replacement of the goods or the supply of equivalent goods;
 - 2. The repair of the goods at UNITRONIX's designated premises;
 - 3. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - 4. The payment of the cost of having the goods repaired.

INTELLECTUAL PROPERTY

Where UNITRONIX has designed or drawn Goods for the Customer, then the copyright in those designs and drawing shall remain vested in Unitronix and shall only be used by the Customer as Unitronix discretion.

The Customer warrants that all designs or instructions to UNITRONIX will not cause UNITRONIX to infringe any patent, registered design or trademark in the execution of the Customer's order.

SPECIFICATIONS

Any specification, illustration or description accompanying any Quotation is indicative and may not completely represent the goods. UNITRONIX or its supplier reserves the right to incorporate minor modifications thereto without notice and without incurring any liability.

TESTS

Equipment offered is subject to an established Quality Assurance procedure in the Manufacturer's factory and/or UNITRONIX premises prior to delivery.

CONSTRUCTION

- a. These terms and conditions cannot be changed or terminated orally and they and any contract containing them shall be construed in accordance with the laws of the State of New South Wales, Australia.
- b. UNITRONIX reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which UNITRONIX alters the published Terms and Conditions on the website.