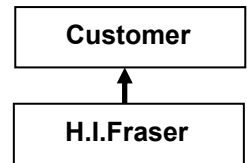


GENERAL TERMS & CONDITIONS FOR SUPPLY OF GOODS/SERVICES TO CUSTOMER
(to be sent to H.I.Fraser's Customers with Quotation)



1. GENERAL

- (a) These Terms and Conditions form an integral and fundamental part of the quotation submitted by H.I.Fraser (hereinafter referred to as HIF) and shall be embodied in and form part of the Agreement between HIF and the Purchaser of the Goods.
- (b) Goods means the products and/or services specified overleaf or elsewhere.
- (c) These terms shall be governed by and construed by in accordance with the laws of New South Wales.
- (d) These terms (including any quotation) may not be varied except in writing and signed by a duly authorised manager of HIF.

2. REPRESENTATIONS

- (a) A quotation provided by HIF may be withdrawn at any time. Unless withdrawn, each HIF quotation is open for acceptance within the period stated on the quotation or, when no period is stated, within thirty (30) days after the date of the quotation.
- (b) The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the terms and conditions of the sale of Goods.
- (c) All Goods to be supplied by HIF shall be described on the purchase order agreed by HIF and the Purchaser. The description on the agreed purchase order shall prevail over all other descriptions including any Purchaser's specification or enquiry.

3. PRICE AND PAYMENT

- (a) Unless otherwise stated, all prices quoted by HIF are nett, exclusive of GST.
- (b) Payment of the purchase price shall be made on or before the 30th day following the date of issue by HIF of an invoice for the Goods unless other terms of payment are expressly stated herein in writing.

4. RIGHTS IN RELATION TO GOODS

HIF reserves the following rights in relation to the Goods until all accounts owed by the Purchaser to HIF are fully paid and any cheques cleared.

- (a) Legal ownership of the Goods;
- (b) To enter the Purchaser's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damages in order to retake possession of the Goods; and
- (c) To keep or re-sell any Goods repossessed pursuant to (b) above. If the Goods are resold or products are manufactured using the Goods the proceeds from such sale or products shall be deposited in a separate identifiable account as the beneficial property of HIF and the Purchaser shall pay such amount to HIF upon request.

Notwithstanding the provisions above, HIF shall be entitled to maintain an action against the Purchaser for the purchase price and the risk of the Goods shall pass to the Purchaser upon delivery.

5. STORAGE

HIF reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Purchaser within fourteen (14) days of request by HIF for such information.

6. RETURN OF GOODS

HIF shall not be under any obligation to accept Goods returned by the Purchaser and will do so only on terms to be agreed in writing in each individual case.

7. CANCELLATION

No order may be cancelled except with HIF's consent in writing and on terms which will indemnify HIF against losses.

8. LIABILITY

- (a) Any performance figures given by HIF are estimates only and HIF shall be under no liability for damages for failure to attain such figures unless specifically guaranteed in writing and signed by a duly authorised officer and any such written guarantee shall be subject to the recognised tolerances as applicable to such figures.
- (b) HIF shall be liable to the Purchaser for any loss, damage, injury or loss of life arising out of, or incidental to, the provision of the Goods and/or Services provided by HIF only to the extent that any such loss was caused by or contributed to by a willful, unlawful or negligent act or omission by HIF or its agents.
- (c) HIF shall not be under any liability to the Purchaser if it is unable to provide the Goods either at all or in part to the Purchaser by reason of fire, accident, theft, loss, flood, storm, tempest, earthquake, strike, industrial dispute, war, hostilities, riot, Act of God or any Government act or regulation (whether Commonwealth, State, or Local) or any cause beyond the control of HIF.
- (d) HIF is not responsible for any loss or damage to goods in transit, except to the extent that HIF's transit insurance or the carrier's insurance applies. HIF shall render the Purchaser such assistance as may be necessary to press claims on carriers provided the Purchaser shall have notified HIF in writing immediately loss or damage is discovered and within a reasonable timeframe.
- (e) The Purchaser waives any claim for shortage of any Goods delivered if a claim in respect thereof has not been lodged with HIF within seven (7) days from the date of receipt of the Goods by the Purchaser.
- (f) The delivery times made known to the Purchaser are estimated only. HIF will be under no liability for late delivery or non-delivery and under no circumstances shall HIF be liable for any loss, damage or delay occasioned to the Purchaser or its customers arising from late or non-delivery or late installation of the Goods.
- (g) HIF's liability for Goods manufactured by it is limited to making good any defects by repairing the same or at HIF's option by replacement within a period not exceeding twelve (12) calendar months after the Goods have been despatched provided that:-
 - (i) defects have arisen solely from faulty materials or workmanship;
 - (ii) the Goods have not received maltreatment, inattention or interference;
 - (iii) accessories of any kind used by the Purchaser are manufactured or approved by HIF;
 - (iv) the seals of any kind on the Goods remain unbroken; and
 - (v) the defective parts are promptly returned free of cost to HIF.
- (h) Where the goods are not manufactured by HIF, the guarantee of the manufacturer thereof shall be accepted by the Purchaser and is the only guarantee given to the Purchaser in respect of the Goods
- (i) HIF shall not be liable for, and the Purchaser releases HIF from any claims in respect of, faulty or defective design of any Goods supplied unless such design has been wholly prepared by HIF and the responsibility for any claim has been specifically accepted by HIF in writing. In any event, HIF's liability hereunder shall be strictly limited to the replacement of defective parts in accordance with sub paragraph (g) of this clause.
- (j) Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded.
- (k) These terms and conditions shall be read subject to any implied terms and conditions or warranties imposed by the Competition and Consumer Act 2010 and any other Commonwealth or State Legislation as may be applicable and which prevents, either expressly or impliedly, the exclusion or modification of any such terms, conditions or warranties.