

SEM Fire and Rescue Pty Ltd

ABN 56 076 347 889

Conditions of Sale

1. DEFINITION

In these terms and conditions:

"SEM" means SEM Fire and Rescue Pty Ltd and its agents, servants and employees;

"Goods" means all products and services that SEM has agreed to supply under any contract or arrangement between SEM and the Purchaser;

"Purchaser" means the person to whom a quotation is made, any person offering to trade with SEM pursuant to these conditions and any person who purchases Goods from SEM;

"Contract" means any contract for the sale or supply of Goods entered into by SEM with the Purchaser; and

"Delivery Date" means the date of delivery agreed between SEM and the Purchaser.

2. PRIORITY OF CONDITIONS

Otherwise than as noted as included in a tender/quote these terms and conditions will prevail over, supersede and exclude all prior discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods including, but not limited to, those relating to the performance of the Goods or the results that ought to be expected from using the Goods. In the event of being incorporated into a tender/quote should there be any conflict between the terms of the tender or quote and these conditions of sale then the conditions of tender/quote shall take precedence.

3. PRICE

Unless otherwise agreed in writing the price charged for the Goods will be the price ruling at the Delivery Date as determined by SEM. SEM reserves the right to recover from the Purchaser any additional amounts that may become due as a result of taxes or other imposts levied upon SEM after the Delivery Date.

4. DELIVERY

SEM will endeavour to deliver the Goods to the Purchaser on the date agreed as the Delivery Date. However SEM shall not be liable for any failure to deliver the Goods by the nominated time. If the Purchaser fails to take delivery of the Goods within seven (7) days after receiving notification that the Goods are ready for delivery, then the Purchaser will be liable to SEM for any loss occasioned by the Purchaser's neglect or refusal to take delivery and also for the reasonable costs incurred by SEM for the care and custody of the Goods.

5. SPECIFICATIONS

SEM reserves the right to make changes in the specification of the Goods without notice or obligation. All printed matter (including but not limited to: photographs, illustrations, drawings, technical data, catalogues and advertising material) provided to the Purchaser prior to the date of the Contract shall be deemed to be for the purpose of providing information only and will not form part of the Contract unless specifically included therein.

6. PERFORMANCE TESTING AND INSPECTIONS

If the Contract requires that the Goods be subject to performance testing ('Tests') prior to delivery to the Purchaser then such Tests shall be undertaken at SEM's premises or at another location as may be determined by SEM. The Tests shall be performed at a time determined by SEM and the Purchaser shall receive reasonable notice of the date of such Tests. Similarly the Purchaser shall receive reasonable opportunity of examining the Goods prior to delivery, for the purposes of ascertaining whether the Goods are in conformity with the Contract.

7. WARRANTIES

Subject to any statutory legislation to the contrary, SEM:

- i) warrants that any SEM manufactured Goods are free of defects in workmanship and material and any services provided have been rendered with due care and skill.
- ii) undertakes to repair or replace (at its discretion) any SEM product or SEM manufactured product component that is found to be defective within a period of twelve (12) months from the Delivery Date.
- iii) SEM does not warrant products or parts that are not manufactured by SEM. In such cases the actual manufacturers warranty applies.
- iv) All warranty work will be performed at SEM's Ballarat premises unless SEM at its sole discretion agrees to undertake it elsewhere.
- v) All costs in returning goods for warranty work shall be borne by the Purchaser.
- vi) Any rectification or repair work undertaken without the explicit approval of SEM in writing will deem the Warranty null and void.
- vii) Retains the right at its sole discretion to either undertake accepted warranty work or pay to have the cost of supplying those services again.

Notwithstanding the above the onus is upon the Purchaser to advise SEM of any warranty issues within seven (7) days of discovery of the issue. SEM shall have no liability for loss or damage to Goods that has been caused due to the Purchaser's failure to take reasonable action in this regard.

8. RISK AND TITLE

Unless otherwise agreed in writing, all risk in and to the Goods will pass to the Purchaser upon delivery. Title in and to the Goods will not pass to the Purchaser until payment is made in full. The Purchaser acknowledges that until title passes to the Purchaser, it holds the Goods as bailee for SEM.

9. FORCE MAJEURE

Neither SEM nor the Purchaser shall be deemed to be in breach of its obligations to the extent that its performance has been hindered or prevented by Force Majeure. For the purpose of this clause, Force Majeure shall mean an

unforeseeable occurrence without fault or negligence of the affected party and which such party is unable to prevent or provide against by the exercise of reasonable diligence. The party suffering the Force Majeure shall immediately notify the other party and make every effort to remedy the cause of non-performance. Upon the abatement of Force Majeure the affected party shall immediately resume performance of its obligations.

10. PAYMENT AND DEFAULT

- a) All accounts shall become due and payable within fourteen (14) days of the date of SEM's invoice. The Purchaser may incur a late settlement fee of 1% of the amount outstanding for each month or part thereof that the amount remains outstanding.
- b) If the Purchaser:
 - (i) defaults in any payment or states that it is unable to pay its debts as and when they fall due;
 - (ii) enters into a composition or arrangement with its creditors other than for the purpose of reconstruction or amalgamation;
 - (iii) has a receiver, controller or voluntary administrator is appointed over any part of the property or assets of the Buyer;
 - (iv) is wound up, or enters into liquidation or has an application for winding up filed against it.then SEM may at its option suspend its obligations or determine the Contract without notice to the Purchaser and without prejudice to any further action or remedy that may be available to SEM.

11. OFF-SITE WORK

In the event that SEM is agrees to perform services on the premises of the Purchaser or a site nominated by the Purchaser, then the Purchaser shall indemnify SEM against any liability for loss or damage (including injury or death), whether to the Purchaser or any other person, that may arise during the performance of the services by SEM.

12. INTELLECTUAL PROPERTY

Intellectual property rights vests in the author of those rights. To the extent that the Purchaser may require SEM to incorporate free-issue components into the Goods or to utilise designs provided by third parties to manufacture the Goods, then the Purchaser will indemnify SEM against infringements to any patent, copyright, registered design, trademark or any other protected right arising from such use.

13. LIMITATION OF LIABILITY

To the extent that the law permits and notwithstanding any other clause of these terms and conditions, SEM excludes all liability whatsoever to the Purchaser for any consequential or indirect losses of any kind, howsoever arising and whether caused by breach of statute, breach of contract, negligence or any other tort. Consequential or indirect loss shall include but not be limited to: loss of income, profit or business; loss of overhead; loss of goodwill or reputation.

14. GENERAL LIEN

In addition to any right of lien to which SEM may be entitled to in law, SEM shall be entitled to exercise a general lien over all items in its possession belonging to the Purchaser until the Purchaser has paid in full for all Goods supplied by SEM to the Purchaser.

15. SEVERANCE

If any provision of these terms and conditions or its application to any person or circumstance is or becomes invalid, illegal or unenforceable the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of these terms and conditions shall not in any way be affected or impaired.

16. GOVERNING LAW

The supply of Goods under these terms and conditions is governed by the law of the State of Victoria.

17. CREDIT CLAIMS

- i) Claims for credit for oversupply must be notified to SEM within 7 Days of delivery.
- ii) Claims for credit for incorrect ordering or for returns will incur a 20% restocking fee and all costs incurred in returning goods to SEM will be borne by the Purchaser.