



Excess Power Equipment

TERMS AND CONDITIONS OF SALE FOR NEW PRODUCTS

1) DOCUMENTS

AS2987-1987 General Conditions of Contract for the supply of equipment are incorporated herein and form part of which these Terms and Conditions are a part, so far as they are not varied by or are inconsistent with these Terms and Conditions. In case of any inconsistency between documents comprising the Contract, the order of precedence of documents shall be: Excess Power Equipment quotation and attached technical description and/or specifications, these Terms and Conditions, AS2987-1987 General Conditions of Contract for the supply of equipment and then the Purchaser' Request for Quotation including Terms and Conditions forming part thereof, followed by the Purchaser' Purchase Order and Conditions forming part thereof unless otherwise specifically accepted in writing by Excess Power Equipment.

2) QUOTATIONS AND PRICES

Quotations are conditional upon acceptance by Purchaser within days from the date issued, unless sooner terminated or further extended by written notice from Excess Power Equipment.

3) EXCHANGE RATE VARIATION

The product prices offered in Australian dollars and are based upon a foreign exchange rate of:

Australian Dollar \$1.00 = \$.....US Dollars.

Manufacturing costs will remain firm.

Ten per cent (10%) of the quoted price will remain firm.

Ninety per cent (90%) of the quoted price will be subject to exchange rate variations due to fluctuations in the foreign exchange rates.

The final contract/order amount would be calculated based upon National Australia Bank T/T selling rate on the date of the Contract/order placed within the validity period.

4a) PAYMENT TERMS

20% Payment with order, remainder on Irrevocable Letter of Credit (LC), on presentation of invoice and shipping documents.

OR

4b) Progress payments to be negotiated.

5) DESTINATION POINTS/DELIVERY

Quotations shall include those defined in INCOTERMS 2000, plus explicit terms for handling such as loading on customers transport.

NB: It is the purchaser' responsibility to ensure all equipment transported on sealed or unsealed roads shall be adequately secured and protected from shock and/or vibration.



6) TAXES AND OTHER CHARGES

Any tax, including GST, fee or charge of any nature imposed by any Government or semi-government authority or competent authority having jurisdiction in respect of the Contract or Purchase Order shall be paid by the Purchaser in addition to the prices quoted or invoiced by Excess Power unless Excess Power expressly states in writing that a tax or charge has been included in the Quotation. Any goods supplied by Excess Power which are exempt from any tax, fee or charge upon citation of an exemption by the customer or his agent shall clearly be shown on any purchase order or instruction to manufacture. Unless otherwise advised by Excess Power all prices of Excess Power' equipment which incorporates items into Australia are inclusive of customs and excise duties applicable at time of quotation. Any variation to the rate of such duty during currency of the Contract or Purchase Order will be to the Purchaser' account.

7) WARRANTIES

Unless otherwise advised Excess Power warrants the supplied equipment to be free from defects in materials and workmanship for a period of twelve months from the date of delivery point by Excess Power. EPE warrant the goods from defect during normal operation however, we will not be responsible for the removal, packing, transportation and reinstallation. If due to circumstances the unit is faulty and can not be removed from site we would carry out repairs on site. If installation is not Perth Metro we would request assistance with travel & accommodation. All equipment for warranty repair shall be returned to Excess Power' nominated store by the Purchaser at the Purchaser' cost. Return freight cost from Excess Power to the Purchaser shall be paid by the Purchaser. Any equipment returned for warranty repair which is found, under inspection by Excess Power not to be defective will incur an Excess Power minimum charge, which may be up to 50% of purchase price, payable to Excess Power by the Purchaser. Warranty repair shall not apply to equipment which has been repaired or altered by other than Excess Power unless by Excess Power' prior written permission or direction or which has been subject to negligence, accident or damage by circumstances beyond Excess Power' control or to improper handling, transport on sealed or unsealed roads, transshipment, operation, maintenance or storage, or to other than normal use or service or which has worn by fair wear and tear. Equipment returned for repair or replacement within the warranty period shall be accompanied by an order which includes a warranty repair number issued by Excess Power to the Purchaser prior to equipment despatch from the Purchaser' works and a fault report. Equipment returned to Excess Power by the Purchaser under the warranty shall only be repaired or replaced and no money or credit will be issued by Excess Power. Should extended warranty be purchased from Excess Power the associated cost shall be payable in full, in advance.

8) CONSEQUENTIAL DAMAGE

Excess Power shall in no circumstances be liable for any consequential loss or damage of any kind for any reason.

9) LICENCES AND PATENTS

Licences, patents, design rights for all engineering design and hardware supplied by Excess Power remain the property of Excess Power and shall not be made available in any form to third parties, or used on other projects by the Purchaser unless agreed to in writing by Excess Power.



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10) TERMINATION

If by reason of the operation of ' majeure' Excess Power is prevented or hindered in due performance of the Contract or Purchase Order then Excess Power shall not be deemed to be in breach of contract. For the purposes of the contract of which these Terms and Conditions are a part, ' majeure' means an act of God, strike, lockout, act of public enemies, war (whether declared or undeclared), blockade, revolution, riot, insurrection, civil commotion, lightning, fire, storm, cyclone, earthquake, government restraint, embargo, unavailability of materials, or any other cause which is beyond the reasonable control of Excess Power. Should the Purchaser cancel a Contract or Purchase Order then the Purchaser shall pay Excess Power all outstanding claims and shall pay for all work in progress by Excess Power and its subcontractors and suppliers not previously claimed and for any other costs incurred by Excess Power as a result of such termination.

11) WAIVER

Should Excess Power agree to waive any specific Excess Power Standard Terms and Conditions, then the remaining Terms and Conditions will continue to apply.

12) SITE WORK

Training, installation and commissioning by Excess Power are on a daily or hourly rate with charges at the prevailing rate. Travelling and standby/waiting time will be charged. The Purchaser shall be invoiced by Excess Power for all costs for travel of personnel, baggage and equipment, accommodation and meals plus 10%. Purchasers who provide any of these services do so at their cost and shall be of a reasonable standard acceptable to Excess Power.

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