

TERMS AND CONDITIONS OF SALE

General

1. These conditions (which shall only be waived in writing signed by Ramcom Australia Pty Ltd) shall prevail over all conditions of the Customer's order to the extent of any inconsistency.

Terms of Sale

2. The goods and all other products sold or supplied by Ramcom Australia Pty Ltd are sold on these terms and conditions.

Ramcom Australia's Quotations

3. Unless previously withdrawn, Ramcom Australia Pty Ltd quotations are open for acceptance within the period stated in them or, where no period is so stated, within sixty (60) days only after its date. Ramcom Australia Pty Ltd reserves the right to refuse any order based on any quotation within seven (7) days after the receipt of the order.

Packing

4. The cost of any special packing and packing material used in relation to the goods are at the Customer's expense notwithstanding that such costs may have been omitted from any quotation or purchase order.

Drawings Etc

5. All specifications, drawings and particulars of weights and dimensions submitted to or by Ramcom Australia Pty Ltd are approximate only and any deviation from any of these does not vitiate any contract with Ramcom Australia Pty Ltd or form grounds for any claim against Ramcom Australia Pty Ltd.
6. The descriptions, illustrations and performances contained in catalogues, pricelists and other advertising matter do not form part of the contract of sale of the goods or the description applied to the goods.

7. Where specifications, drawings or other particulars are supplied by the Customer and Ramcom Australia Pty Ltd' price is made on estimates of quantities required, then if there are any adjustments in quantities above or below the quantities estimated by Ramcom Australia Pty Ltd and set out in a quotation, then any such increase or decrease are to be adjusted on a unit rate basis according to unit prices set out in this document or in the quotation or purchase order.

Delivery

8. The delivery times made known to the Customer are estimates only and Ramcom Australia Pty Ltd is not liable for late delivery or non delivery.
9. Ramcom Australia Pty Ltd is not liable for any loss, damage, or delay occasioned to the Customer or any of its customers arising from late or non delivery or late installation of the goods.
10. Ramcom Australia Pty Ltd may at its option deliver the goods to the Customer in any number of instalments unless it is agreed that the Customer will not take delivery by instalments.
11. If Ramcom Australia Pty Ltd delivers any of the goods by instalment, and any one of those instalments is defective for any reason:-
 - (a) It is not a repudiation of the contract of sale formed by these conditions; and
 - (b) The defective instalment is a severable breach that gives rise only to a claim for compensation.

Loss or Damage in Transit

12. Ramcom Australia Pty Ltd is not responsible to the Customer or any person claiming through the Customer for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not Ramcom Australia is legally responsible for the person who caused or contributed to that loss or damage).
13. Ramcom Australia Pty Ltd must provide the Customer with such assistance as may be necessary to press claims on carriers so long as the Customer:-

- (a) Has notified Ramcom Australia Pty Ltd and the carriers in writing immediately after the loss or damage is discovered on receipt of the goods; and
- (b) Lodges a claim for compensation with the carrier within three (3) days of the date of receipt of the goods.

Guarantee

14. Ramcom Australia Pty Ltd liability for goods manufactured by it is limited to making good any defects by repairing the defects or at Ramcom Australia Pty Ltd option by replacement, within a period not exceeding twelve (12) calendar months after the goods have been dispatched so long as:-
- (a) Defects have arisen solely from faulty materials or workmanship;
 - (b) The goods have not received maltreatment, inattention or interference;
 - (c) Accessories of any kind used by the Customer are manufactured by or approved by Ramcom Australia Pty Ltd;
 - (d) The seals of any kind on the goods remain unbroken; and
 - (e) The defective parts are promptly returned free of cost to CTMS.
15. If the goods are not manufactured by Ramcom Australia Pty Ltd the guarantee of the manufacturer of those goods is accepted by the Customer and is the only guarantee given to the Customer in respect of the goods. Ramcom Australia Pty Ltd agrees to assign to the Customer on request made by the Customer the benefit of any warranty or entitlement to the goods that the manufacturer has granted to Ramcom Australia Pty Ltd under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.
16. Ramcom Australia Pty Ltd is not liable for and the Customer releases Ramcom Australia Pty Ltd from any claims in respect of faulty or defective design of any goods supplied unless such design has been wholly prepared by Ramcom Australia Pty Ltd and the responsibility for any claim has been specifically accepted by Ramcom Australia Pty Ltd in writing. In any event C Ramcom Australia Pty Ltd' liability under

this clause is limited strictly to the replacement of defective parts in accordance with clause 14 of these conditions.

17. Except as provided in these Conditions all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. Ramcom Australia Pty Ltd is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of Ramcom Australia Pty Ltd' negligence or in any way whatsoever.
18. Ramcom Australia Pty Ltd' liability for a breach of a condition or warranty implied by Part 3-2 Division 1 of the Australian Consumer Law is limited to:-
 - (a) In the case of goods, any one or more of the following:-
 - (i) The replacement of the goods or supply of equivalent goods;
 - (ii) The repair of the goods;
 - (iii) The payment of the cost of replacing the goods or of acquiring equivalent goods; and
 - (iv) The payment of the cost of having the goods repaired; or
 - (b) In the case of services:-
 - (i) The supplying of the services again; or
 - (ii) The payment of the cost of having the services supplied again.
19. Ramcom Australia Pty Ltd' liability under Section 274 of the Australian Consumer Law is expressly limited to a liability to pay to the Purchaser an amount equal to:-
 - (a) The cost of replacing the goods;

- (b) The cost of obtaining equivalent goods; or
- (c) The cost of having the goods repairs, whichever is the lowest amount.

Prices

- 20. Unless otherwise stated all prices quoted by Ramcom Australia Pty Ltd are net, exclusive of goods and services tax (GST).
- 21. Prices quoted are those ruling at the date of issue of quotation and are based on rates of freight, insurance, customs duties, exchange, shipping expenses, sorting and stacking charges, cartage, rate of water, cost of materials and other charges affecting the cost of production ruling on the date the quotation is made.
- 22. If Ramcom Australia Pty Ltd makes any alterations to the price of the goods or to any of their inputs either before acceptance of or during the currency of the contract, these alterations are for the Customer's account.

Payment

- 23. The purchase price in relation to goods is payable net and payment of the price of the goods plus GST must be made on or before the 14th day from the date of any Invoice.

Rights in Relation to Goods

- 24. Ramcom Australia Pty Ltd reserves the following rights in relation to the goods until all accounts owed by the Customer to CTMS are fully paid:-
 - (a) Ownership of the goods;
 - (b) To enter the Customer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
 - (c) To keep or resell any goods repossessed pursuant to (b) above.

25. If the goods are resold or products manufactured using the goods are sold, by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of Ramcom Australia Pty Ltd and shall pay such an amount to CTMS upon request.
26. Notwithstanding the provisions in clauses 24 and 25 hereof, Ramcom Australia Pty Ltd shall be entitled to maintain an action against the Customer for the purchase price.
27. The Customer is a bailee of the goods until such time as ownership of them passes to the Customer and this bailment continues in relation to the goods until all accounts owed by the Customer to Ramcom Australia Pty Ltd are fully paid. However the risk of the goods passes to the Customer upon the earlier of:-
- (a) Actual or constructive delivery of the goods to the Customer; or
 - (b) Collection of the goods from Ramcom Australia Pty Ltd or any bailee or agent of Ramcom Australia Pty Ltd by the Customer's agent, carrier or courier.

Customer's Property

28. Any property of the Customer under Ramcom Australia Pty Ltd' possession, custody or control is completely at the Customer's risk as regards loss or damage caused to the property or by it.

Storage

29. Ramcom Australia Pty Ltd reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Customer within 14 days of a request by Ramcom Australia Pty Ltd for such instructions. The parties agree that CTMS may charge for storage from the first day after Ramcom Australia Pty Ltd requests the Customer to provide delivery instructions.

Return the Goods

30. Ramcom Australia Pty Ltd is not under any duty to accept goods returned by the Customer and will do so only on terms to be agreed in writing in each individual case.
31. If Ramcom Australia Pty Ltd agrees to accept returned goods from the Customer under clause 30, the Customer must return the goods to Ramcom Australia Pty Ltd at Ramcom Australia Pty Ltd' principal place of business.

Goods Sold

32. All goods are to be supplied by Ramcom Australia Pty Ltd to the Customer are as described on the purchase order agreed by Ramcom Australia Pty Ltd and the Customer and the description on such purchase order modified or so agreed prevails over all other descriptions including any specification or enquiry of the Customer.

Cancellation

33. No order may be cancelled except with consent in writing from Ramcom Australia Pty Ltd and on terms which will indemnify Ramcom Australia Pty Ltd against all losses.

Place of Contract

34. The contract for sale of goods is made in the State of Queensland from which this document is issued.
35. The parties submit all disputes arising between them to the Courts of Queensland in any Court competent to hear appeals from those Courts in the first instance.

Intellectual Property

36. The specification and design of the goods (being all intellectual property, including but not limited to, copyright, designright, trademarks or other intellectual property) remains the property of CTMS.

No Waiver

37. The failure of any party to enforce any provision of these Terms and Conditions of Sale or to exercise any rights expressed herein, is not a waiver of such provision or rights and does not affect the enforcement of this Terms and Conditions.

38. No waiver under clause 37 operates as an estoppel against the party who seeks to rely on clause 37.
39. The exercises by any party of any of its rights expressed in this Agreement does not preclude or prejudice such party from exercising the same or any other rights it may have irrespective of any previous action taken by that party.

Force Majeure

40. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Ramcom Australia Pty Ltd or the Customer is either unable to perform in whole or in part any obligation under these Terms and Conditions, that party is relieved of that obligation, to the extent and for the period that it is so unable to perform and is not to be liable to the other party to this Agreement in respect of such inability.