

# HYDRO AUSTRALIA PTY. LTD.

## STANDARD TERMS & CONDITIONS

1. Unless otherwise expressly stated herein, this quotation shall expire (30) days from this date.
2. The merchandise offered in this quotation is warranted in accordance with the terms of the manufacture's standard warranty, which is hereby made part of the quotation.
3. All prices exclude taxes of every kind and nature, all of which taxes shall be paid by the buyer unless a proper exemption certificate is furnished by the buyer. Prices are subject to adjustment to conform to manufacture's established prices in effect at the time of shipment.
4. Unless otherwise expressly specified herein, the terms of payment shall be balance net within (14) days after date of shipment.
5. The company may, as its election at any time prior to delivery, require payment in advance by the buyer. If shipment is delayed as a result of the buyer's action, payment shall become due as of the date when the merchandise is ready for shipment. All merchandise held for the buyer shall be at the buyers own risk and expense.
6. The company shall not be liable in any manner for any delay in performance of shipping due to fire, act of God, strikes, lockouts, other labour difficulties, any acts of government or military authorities, delays in transportation or procuring material, or cause of any kind beyond the control of the company.
7. The customer grants the company the following rights in relation to the merchandise and services contained in this order until all accounts owed by the company are fully paid;
  - i. Legal ownership of the merchandise;
  - ii. At the option of the company;
    - a) a security interest, which the company may also register, in property of the customer in respect of unpaid accounts for merchandising and services supplied for that property; or
    - b) to enter the customer's premises or premises of related entities without liability and retake possessions of the merchandise;
  - iii. to keep or resell any merchandise repossessed or retained;
  - iv. to retain any property of the customer in the company possessions;
  - v. if property of the customer in respect of which services are provided are sold, or products manufactured using the merchandise or services which are provided are sold, by the customer, the customer shall hold such part of the proceeds from any such sale as represents the unpaid invoice price of the merchandise or services in a separate identifiable account as the beneficial property of the customer and shall pay such amount to the company upon request. These provisions are without prejudice to the company's existing rights and entitlements including rights to maintain an action against the customer for any money owing and the risk of the goods shall pass to or remain with the customer upon delivery.
8. Neither party shall be liable to the other for any special, consequential, incidental or indirect damages or penalties and no liquidated damages provision shall be applicable under this quotation for any cause.
9. This document and the other documents specifically referred to herein constitute the entire proposal of this company and shall not be modified except in writing.



Hydro Australia, Pty. Ltd.  
A Hydro Company