

EFFECTIVE JANUARY 2015**GENERAL CONDITIONS OF SALE****1 GENERAL**

These General Conditions of Sale apply to all contracts for the supply of goods and/or services by G-TECH HOLDINGS PTY LTD ABN 30 094 531 334 (**G-Tech Holdings Pty Ltd**) of 46 Riversleigh Cr, Eatons Hill, QLD 4037, PO Box 1101 HAMILTON QLD 4007, to the buyer (**the Customer**). These General Conditions of Sale must be read in conjunction with any Special Conditions of Sale notified to the Customer, which prevail over these General Conditions of Sale to the extent of any inconsistency. Except as G-Tech Holdings Pty Ltd may otherwise agree in writing, these General Conditions of Sale together with any Special Conditions of Sale (together, **this Contract**) apply to the exclusion of any other terms of contract which the Customer may submit in or with a purchase order or request for quotation or other document or communication. The Customer, by its acceptance of delivery of the goods and/or services, adopts and accepts the terms of this Contract.

2 LIMITATION OF OFFER

Any offer made by G-Tech Holdings Pty Ltd is expressly conditional upon G-Tech Holdings Pty Ltd, in its sole discretion, being satisfied with the Customer's credit worthiness.

3 TERMS OF PAYMENT

- a The Customer must pay the invoice in full net cash within 30 days from the invoice date.
- b Progress claims will be issued monthly, covering up to 90% of the value of the service completed and/or the goods supplied. The Customer must pay each invoice in full, without deduction, set-off or retention of any money.
- c G-Tech Holdings Pty Ltd will, from time to time, issue to the Customer statements for the relevant goods and services.
- d If an invoice is not paid when due, the Customer agrees to pay all costs incurred by G-Tech Holdings Pty Ltd, including collection costs and reasonable legal costs, in pursuing collection of the debt.
- e Despite any other provision in this Contract, and without waiving or limiting its other rights or remedies, G-Tech Holdings Pty Ltd may, at its option, defer shipment or delivery of any goods under this Contract, until the Customer has paid to G-Tech Holdings Pty Ltd in full all its past-due accounts.

4 POINT OF SALE

The quoted price for all goods is ex State capital city stores. Unless otherwise specified, handling, packing, delivery and freight charges will apply to all goods for delivery to premises, rail, air, or transport terminals in addition to freight charges from such points.

5 QUOTED PRICE

Prices quoted are based on costs at the date of quotation and are subject to vary as a result of any change in labour, materials, equipment (including pipes, pipe fitting valves, pumps, electric motors, hoses and other finished metallic, plastic and rubber products) and/or sub-contractors costs arising between the date of quotation and date the service and goods are provided.

- a In the case of all goods the quoted price is subject to variation at the rate of 100% of all changes in the relevant costs of the:
 - i suppliers' wholesale price;
 - ii tariff duty or local taxation or imports levies;
 - iii exchange rate of the Australian dollar, based on the date of quotation; and
 - iv freight, insurance and landing charges.
- b Installation, reconditioning and fabrication prices are subject to change in accordance with variations to the Federal Metal Trades Award or equivalent award, over-award payments, site or area allowances involved during the Contract period, workers' compensation, payroll tax, superannuation guarantee legislation, or any other wage costs and conditions imposed by any award or statutory requirement.

6 GST

- a In this clause the expressions "GST", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the, A New Tax System (Goods and Services Tax) Act 1999.
- b Under this clause 6, where any supply is made under this Contract, the recipient of the taxable supply must pay the supplier an amount inclusive of GST for the taxable supply, subject to the provisions of a tax invoice.

7 TERMS OF QUOTATION

G-Tech Holdings Pty Ltd may withdraw or revise a quotation if the Customer does not accept it within thirty 30 days from the date of quotation.

8 RETURN OF GOODS

Except as otherwise provided with respect to warranty defects in clause 21, return of goods for credit is subject to G-Tech Holdings Pty Ltd's prior agreement and payment by the Customer of a handling charge equal to 15% of the original invoice value. An additional charge will apply where reconditioning is necessary to return the goods to saleable condition.

9 CANCELLATIONS

G-Tech Holdings Pty Ltd is not obliged to consider a cancellation request if the Customer does not provide a written undertaking to G-Tech Holdings Pty Ltd to reimburse it for all expenses incurred under this Contract.

10 CHANGE OF SPECIFICATION

G-Tech Holdings Pty Ltd reserves the right to change specifications to goods or services without notice or liability.

11 DISPUTE RESOLUTION

If a dispute arises relating to this Contract, G-Tech Holdings Pty Ltd and the Customer agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (**ACDC**) before having recourse to arbitration or litigation except in the case of urgent interlocutory relief. The mediation will be conducted in accordance with the ACDC Guidelines for Commercial Mediation operating at the time the matter is referred to ACDC (**Guidelines**). The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are deemed incorporated into this Contract. This clause survives termination of this Contract.

12 STATUTORY REQUIREMENTS

The Customer acknowledges that G-Tech Holdings Pty Ltd is not aware of the precise purpose for which the Customer proposes to use the goods and it is the Customer's responsibility to ensure that its use of the goods complies with all applicable legal requirements. .

13 DELIVERY SCHEDULE

Delivery dates or completion dates are approximate. G-Tech Holdings Pty Ltd is not liable for any failure to deliver goods or complete services by the relevant date due to it exercising its rights to defer delivery under clause 3e or any cause whatsoever beyond its reasonable control. The Customer must not withhold payment of any invoice, or make any deduction or set-off, notwithstanding late delivery or completion. Delivery may be made either in one parcel or from time to time in separate parcels. Each parcel will be accepted and paid for by the Customer notwithstanding late delivery or non-delivery of any other parcel. The Customer must make available reasonable and unobstructed access to the delivery point for prompt unloading. If for any reason the Customer delays taking delivery, G-Tech Holdings Pty Ltd will retain the relevant goods entirely at the risk and expense of the Customer and G-Tech Holdings Pty Ltd will be entitled to invoice the Customer for such goods in the month of sale.

14. RETENTION OF TITLE

- a Risk in the goods passes to the Customer on delivery of the goods to the Customer or into custody on the Customer's behalf provided that if the Customer does not accept delivery or requests a delay in delivery, then risk in the goods is borne by the Customer from the time of such non-acceptance or request (as the case may be). The Customer indemnifies G-Tech Holdings Pty Ltd from any claim, loss or expense whatsoever arising from, and releases G-Tech Holdings Pty Ltd from any liability relating to, the Customer's decision to not accept delivery or to delay delivery.
- b Property in and title to the goods remains with G-Tech Holdings Pty Ltd until the Customer has paid G-Tech Holdings Pty Ltd the purchase price for the goods and all other money that the Customer may owe G-Tech Holdings Pty Ltd at any time on any account, and has otherwise fulfilled its obligations under this Contract.
- c Subject to this clause 14 the Customer may dispose of the goods in the ordinary course of the Customer's business.
- d Where the Customer disposes of the goods before payment to G-Tech Holdings Pty Ltd, the sale proceeds from such disposal are the property of G-Tech Holdings Pty Ltd and the Customer holds the proceeds on trust for G-Tech Holdings Pty Ltd. Further, in disposing of the goods before payment to G-Tech Holdings Pty Ltd, the Customer does so as G-Tech Holdings Pty Ltd's fiduciary agent.
- e G-Tech Holdings Pty Ltd may, without notice to the Customer, enter the Customer's premises or elsewhere within business hours and seize any goods which have not been paid for by the due date and the Customer waives the right to receive any statutory or PPSA (as defined in clause 15) notice.
- f While the goods remain the property of G-Tech Holdings Pty Ltd, the Customer agrees:
 - i to store the goods separately at the Customer's premises so that they can be easily identified;
 - ii to insure the goods against all usual risks and for full replacement value and the Customer will hold on trust for G-Tech Holdings Pty Ltd any insurance monies received by the Customer for goods owned by G-Tech Holdings Pty Ltd;
 - iii to only dispose of the goods in the ordinary course of the Customer's business;
 - iv to not cause the goods to lose their identifiable character or be intermingled with other goods in any way by any process of its own or by a third party;
 - v other than disposal of the goods in the ordinary course of the Customer's business, that it has no right or claim to any interest in the goods to secure any liquidated or unliquidated debt or obligation that G-Tech Holdings Pty Ltd owes to the Customer;
 - vi that it cannot claim any lien over the goods and will not pledge or allow any lien, charge, Security Interest (as defined in clause 15) or other interest to arise over the goods;
 - vii to not create any absolute or defeasible interest in the goods in relation to any third party; and
 - viii to provide G-Tech Holdings Pty Ltd with access to the premises where the goods are stored to enable G-Tech Holdings Pty Ltd to inspect and/or seize the goods.

15 PPSA

In this Contract "PPSA" means the Personal Property Securities Act 2009 (Cth); the terms "Proceeds", "Register", "Purchase Money Security Interest", "Security Agreement", "Security Interest", "Verification Statement", "Financing Statement" and "Financing Change Statement" will have the meanings given to them in the PPSA. The Customer acknowledges that this Contract, each order under this Contract and/or other agreements with the Customer constitutes a Security Agreement for the purposes of the PPSA. The Customer grants a Security Interest to G-Tech Holdings Pty Ltd in all goods (and the Proceeds) previously supplied by G-Tech Holdings Pty Ltd to the Customer and in all future goods (and the Proceeds) supplied by G-Tech Holdings Pty Ltd to the Customer. The Customer acknowledges that the Security Interest granted in accordance with this clause is a Security Interest for the purpose of the PPSA. The Customer acknowledges that G-Tech Holdings Pty Ltd may register its Security Interest in the goods (and the Proceeds) as a Purchase Money Security Interest on the Register and the Customer must execute all documents and do such further acts and things and provide such further information as may be required by G-Tech Holdings Pty Ltd to enable the registration of the Security Interest granted by the Customer on the Register, or to perfect or correct any registration. The Customer agrees that to the fullest extent permitted by law, G-Tech Holdings Pty Ltd owns, and the Customer waives any rights it may have to anything installed in or affixed to the goods, including any rights it might otherwise have under Part 3.3 of the PPSA. Where the PPSA applies to action taken by G-Tech Holdings Pty Ltd in relation to the goods, the Customer agrees that sections 116(2), 120, 125, 142 and 143 of the PPSA will not apply, and the Customer waives its right to receive any notices G-Tech Holdings Pty Ltd is required to give the Customer under the PPSA (to the extent that the notice can be excluded) and includes any right to receive a notice under sections 95, 118(1)(b), 121(4), 123(2), 130, 132(3)(d), 132(4) and 135 of the PPSA and any Verification Statements.

16 INSURANCE

All deliveries will be at the Customer's risk, unless the Customer instructs G-Tech Holdings Pty Ltd to insure (which will be at the Customer's cost).

17 SOFTWARE

G-Tech Holdings Pty Ltd or the applicable third party licensor to G-Tech Holdings Pty Ltd, retain all rights of ownership and title in its respective software that is incorporated into the goods (**the Software**), including all rights of ownership and title in its respective copies of such Software. Except as otherwise provided in this Contract, the Customer is granted a non-exclusive, non-transferable royalty free license to use the Software solely for using the goods for the purpose for which they have been manufactured and provided. If required by G-Tech Holdings Pty Ltd, all other software will be furnished to, and used by the Customer only after execution of G-Tech Holdings Pty Ltd's (or the licensor's) applicable standard license agreement, the terms of which are incorporated in this Contract by reference. The applicable license agreement prevails to the extent of any inconsistency with the terms of this Contract, but only in so far as it relates to use of that other software.

19 STATUTORY WARRANTIES AND CONDITIONS

In the event that the supply of goods or services pursuant to this Contract is a supply of goods and services to a consumer as defined in the Competition and Consumer Act 2010 (CCA), the CCA expressly includes certain consumer guarantees in this Contract. Subject to the qualifications contained in Schedule 2 Section 64A of the CCA, in the case of a contract for the supply by G-Tech Holdings Pty Ltd of goods or services other than goods and services of a kind ordinarily acquired for personal, domestic or household use or consumption, should G-Tech Holdings Pty Ltd be liable for a failure to comply with a consumer guarantee (other than a guarantee under Schedule 2 Section 51, 52 or 53 of the CCA), G-Tech Holdings Pty Ltd's liability for such breach is limited to:

- a In the case of goods, at G-Tech Holdings Pty Ltd's discretion
 - i the replacement of the goods or the 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; or
 - iv the payment of the cost of having the goods repaired.

- b In the case of services, at G-Tech Holdings Pty Ltd's discretion
 - i the supplying of the service again; or
 - ii the payment of the cost of having the services supplied again.

20 G-TECH HOLDINGS PTY LTD WARRANTY

The benefits conferred by warranty described in this clause are in addition to and not in derogation of all other rights and remedies in respect of the goods or services which the Customer has under the CCA.

To the fullest extent permitted by law, and subject to the foregoing:

- a G-Tech Holdings Pty Ltd equipment, installation work/service work and spare parts are warranted for the respective periods and terms as detailed in the written warranty terms provided with G-Tech Holdings Pty Ltd goods and services; and
- b Against defects adjudged by G-Tech Holdings Pty Ltd to be faulty materials and/or workmanship during manufacture. Defective goods are to be immediately returned to Wetherill Park, Sydney, NSW, Australia or such other address as G-Tech Holdings Pty Ltd may advise, freight paid and at the risk of the Customer. To the fullest extent permitted by law, G-Tech Holdings Pty Ltd is not liable under the Warranty unless:
 - i the installation and commissioning of the goods is carried out strictly in accordance with instructions and recommendations issued by G-Tech Holdings Pty Ltd;
 - ii if required, the defective parts are returned immediately to G-Tech Holdings Pty Ltd freight paid and at the risk of the Customer together with all evidence available to the Customer as to the cause of the alleged defect;
 - iii the goods are used solely for the purpose specified by G-Tech Holdings Pty Ltd and are not modified or repaired in any way except as previously authorised by G-Tech Holdings Pty Ltd in writing;
 - iv the Customer has paid all monies due under this Contract; and
 - vi the Customer furnishes G-Tech Holdings Pty Ltd with full written details of the claim under the Warranty no later than one month after the expiration of the Warranty period.

21 LIMITATION OF LIABILITY

- a All express and implied warranties, representations, guarantees, statements, terms and conditions relating to the goods or this Contract, including implied warranties of merchantability and fitness for a particular purpose and which are not contained in this Contract, are excluded to the extent permitted by law.
- b Subject to clauses 20 and 21, and to the fullest extent permitted by law, the maximum aggregate liability of G-Tech Holdings Pty Ltd under or in connection with this Contract or its subject matter whether in contract, tort (including negligence), equity, under statute or on any other basis, is limited to an amount equal to the cost of the goods or services the subject of the relevant claim.
- c Subject to clauses 20 and 21, and to the fullest extent permitted by law, G-Tech Holdings Pty Ltd is not liable for and no measure of damages will under any circumstances include any special, indirect, consequential, incidental or punitive losses or damages whether in contract, tort (including negligence), equity, under statute or on any other basis, and whether or not such loss or damage was foreseeable. The term "consequential damages" in this Contract includes economic loss including loss of actual or anticipated profits, business interruption, loss of use, revenue, reputation and/or data, costs incurred, including for capital, fuel and power, and loss or damage to property or equipment.

22 APPROVALS

Any quotation provided by G-Tech Holdings Pty Ltd is conditional upon all necessary statutory approvals being obtained by the Customer prior to G-Tech Holdings Pty Ltd commencing providing the services and the Customer's order to carry out the services will be deemed to confirm that all such approvals have been obtained. G-Tech Holdings Pty Ltd accepts no liability for the Customer's failure to obtain such approvals.

23 STORAGE

New goods will be stored at G-Tech Holdings Pty Ltd's premises at the Customer's risk. Undercover storage is not guaranteed and G-Tech Holdings Pty Ltd's storage capacity is limited to approximately three (3) months installation requirements.

24 EXCUSE OF PERFORMANCE

- a G-Tech Holdings Pty Ltd is not liable for delays in performance of this Contract or for non-performance due to acts of God; acts or omissions of the Customer; war; fire; flood; weather; sabotage; strikes or labour disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond G-Tech Holdings Pty Ltd's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by G-Tech Holdings Pty Ltd upon notice to the Customer in the event of any of the foregoing, but the balance of this Contract will otherwise remain unaffected.
- b If G-Tech Holdings Pty Ltd determines that its ability to supply the total demand for the goods, or to obtain material used directly or indirectly in the manufacture of the goods, is hindered, limited or made impracticable due to causes set out in the preceding paragraph, G-Tech Holdings Pty Ltd may allocate its available supply of the goods (without obligation to acquire other supplies of any such goods or material) among its purchasers on such basis as G-Tech Holdings Pty Ltd determines to be equitable without liability for any resulting failure of performance.

25 DEFAULT AND TERMINATION

Without prejudice to any other rights G-Tech Holdings Pty Ltd may have under this Contract or at law, G-Tech Holdings Pty Ltd may on seven (7) days written notice terminate this Contract with the Customer, if the Customer is in breach of any Contract term.

26 GENERAL PROVISIONS

- a No waiver of any breach of this Contract will be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed.
- b This Contract is governed by the law in force in that State or Territory of Australia in which the quotation is issued. Each party submits to the non-exclusive jurisdiction of the courts of that State or Territory.
- c The Customer must not assign its rights or interests or delegate its duties under this Contract without G-Tech Holdings Pty Ltd's prior written consent.
- d This Contract and any quotation or order acknowledgement or confirmation from G-Tech Holdings Pty Ltd regarding the goods or services and any documents incorporated by specific reference therein, contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these documents and has no further effect.
- e Any provision of this Contract which is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of this Contract.
- f The Customer must comply fully with all applicable laws, rules and regulations, including those of the United States and any and all other jurisdictions globally (**Laws**) that apply to the Customer's business activities in connection with its purchase of goods and/or services from G-Tech Holdings Pty Ltd. Specifically, the Customer will comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar matters that are applicable to the Customer's business activities in connection with this Contract, including the U.S Foreign Corrupt Practices Act and the UK Bribery Act. The Customer must not take any action that will cause the Customer or G-Tech Holdings Pty Ltd or any of their affiliates to violate any such laws.