

TERMS AND CONDITIONS OF SALE

These are the terms and conditions upon which "Seller" (Finer Power Transmissions P/L) sells the goods shown on this Sales Invoice to the "Buyer" (The Person named in the Sales Invoice).

TERMS OF PAYMENT Payment for goods delivered and accepted is due within 30 calendar days of the end of the month in which the "Buyer" is invoiced for the goods. If the "Buyer" fails to make payment in accordance with this clause, all amounts owing by the "Buyer" to the "Seller" named in the Sales Invoice shall immediately become due and payable. Each outstanding amount shall bear interest of the rate of 10% per annum calculated on a daily basis from the day it falls due until the day it is paid.

INSPECTION AND ACCEPTANCE The "Buyer" shall inspect all goods upon delivery and shall within 48 hours of delivery give notice to the "Seller" of any matter or thing by which the "Buyer" alleges that the goods are not in accordance with the "Buyers" order. Failing such notice, subject to any non-excludable condition implied by law, such as those in the Trade Practices Act 1974 (Cth), the goods shall be deemed to have been delivered to and accepted by the "Buyer"

RETURNS

(a) Returns will be accepted for faulty or defective goods or where goods do not comply with the "Buyers" order. (B) Returns other than those referred to in (a) above, must be approved by the "Seller" in the Sales Invoice. These authorised returns must be freight prepaid and will only be accepted if they are in a saleable condition. The "Seller" reserves the right to charge a handling fee equivalent to 20% of the price of the goods being returned. Products specifically purchased, manufactured, machined or cut to size or to the "Buyers" specifications are not returnable unless they are of the kind referred to in (a) above.

WARRANTY AND LIABILITY OF SELLER

(a) The "Seller" makes no express warranties under these TERMS AND CONDITION OF SALE except that to the extent that the goods supplied are covered by the manufacturer's warranty if any. (b) Upon discovery of any defect in the goods supplied by the "Seller" the "Buyer" shall immediately notify the "Seller" in writing. The "Buyer" shall not carry out any remedial work to the allegedly defective goods without first obtaining the written consent of the "Seller" to do so. (c) The "Seller" excludes all conditions, warranties and terms whether expressed or implied by law or otherwise in respect of the goods which may apart, from this clause be binding upon the "Seller", except any implied conditions and warranties the exclusion of which contravene any statute or cause this clause to be void.(d) Notwithstanding any provision to the contrary in these TERMS AND CONDITION OF SALE, the "Seller" shall not in any circumstance be liable to the "Buyer" under or in connection with these TERMS AND CONDITION OF SALE, or in negligence or any other tort or otherwise howsoever, as a result of any act or omission in the course of or in connection with the performance of these TERMS AND CONDITION OF SALE, for or in respect of any Excluded loss.(e) The "Buyer" expressly acknowledges and agrees that it has not relied upon, any advice given by the "Seller" in relation to the suitability for any purpose of goods or material supplied by the "Seller"

ALTERATION TO CONDITIONS "Seller" may, at any time and from time to time, alter these terms and conditions.