

## STANDARD TERMS & CONDITIONS OF SALE

### 1. GENERAL

- 1.1 All new and used machinery, plant and equipment (plant and equipment), spare parts other goods and all services including all parts used in the rebuilding or repair of any plant or equipment (hereinafter collectively referred to as "goods") sold and supplied by the company are supplied on the terms and conditions hereinafter contained. In these terms and conditions you are hereinafter referred to as the "Customer".
- 1.2 These terms and conditions prevail over any prior agreement, arrangement or understanding and over any terms and conditions of the Customer, whether incorporated into the Customer's order or other instructions given to the Company, in relation to the supply and sale of Goods to the Customer by the Company ("order").

### 2. QUOTATIONS

- 2.1 Any quotation or estimate or price given by the Company is not an offer to sell or contract, and no order given to the Company following a quotation, estimate or price, or otherwise, will bind the Company until it is accepted by the Company in writing, in its absolute discretion. All quotations, estimates and prices are subject to withdrawal or variation by the Company at any time prior to acceptance of an order by the Company, as provided for below.

### 3. OFFER AND ACCEPTANCE

- 3.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- 3.2 These terms and conditions may only be amended with the Company's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Company.
- 3.3 In this clause "acceptance" means the earlier of:
- (a) when the Goods are supplied or the order is filled; or
- (b) notification of acceptance is posted, faxed or emailed to the Customer.
- 3.4 In the event of any dispute as to the amount of the price, a certificate by the Company's Director or General Manager, at the time shall be conclusive and binding on the Customer.
- 3.5 The Customer's "terms and conditions" (however expressed) will not apply to any dealing or contract with the Company, and any endeavour to incorporate them into the contract between the Company and the Customer will be of no force and effect, irrespective of any reference to any such terms or conditions in the Customer's order, or otherwise.
- 3.6 Where there is more than one Customer that has entered into the Terms and Conditions, the Customers shall be jointly and severally liable for all payments.

### 4. CHANGE IN CONTROL

- 4.1 The Customer shall give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.

### 5. NO RELIANCE

- 5.1 The Customer acknowledges, agrees and warrants that It has not entered into the contract incorporating these Terms & Conditions in reliance on any express or implied representation, warranty, promise or statement of any kind made by the Company, or on the Company's behalf, other than as expressly set out in the contract. The Customer warrants and represents that the Customer has made, and relies solely on, the Customer's own enquiries and inspections concerning the Goods

### 6. PRICE AND PAYMENT

- 6.1 The price or amount due and payable by the customer for the Goods ("price") in any order will be the price agreed to by the Company in the order acknowledgement for those Goods as applicable at the date and time of the order acknowledgement.
- 6.2 The Company reserves the right to change the Price if a variation to the Company's quotation is requested. Any variation from the quotation (including but not limited to any variation as a result of additional Services, overseas transactions that that may increase as a consequence of variations in foreign currency rates of exchange and/or freight and insurance charges, inaccurate measurements provided by the Customer or as a result of increases to the Company in the cost of materials and labour) will be charged for on the basis of the Company's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 6.3 Payment for the Goods must be made to the Company in cleared funds before the Goods are delivered, unless the Customer has an approved credit account.
- 6.4 If an approved credit account has been established, unless otherwise expressly agreed in writing, the Customer must pay the Company for the Goods and the plant and equipment according to the terms specified in the quotation by the Company, without deduction or set-off.
- (a) irrespective of the terms thereof, the Company may withdraw any credit facilities at any time without any prior notice, including in respect of Orders that have been accepted and Goods already sold, supplied or delivered. In that event, all amounts outstanding become due and payable immediately such credit facilities are withdrawn.
- 6.5 Time is of the essence in relation to payment for Goods.
- 6.6 Where the Customer fails to pay to the Company any sum when due, the Company is entitled (without prejudice to any other remedies available to it, including the right to retake possession of the Goods) to charge interest, and the Customer must pay, on the amount unpaid at the rate which is 3% above the 30 day bank bill swap reference rate as published in the Australian Financial Review, or any equivalent source nominated by the Company from time to time, calculated daily and compounded monthly from the date of default to the date on which the amount is paid in full.
- 6.7 In addition, the Company is entitled to recover from the Customer, and the Customer must on demand pay, all costs and expenses incurred or to be incurred by the Company in connection with the recovery of any Goods not returned by the Customer and the recovery of any amount due by the Customer, including collection charges and legal costs, on a full indemnity basis. A certificate signed by a Director or General Manager of the Company stating the amount owing by the Customer, is conclusive evidence of that amount and is final and binding on the customer. Any payments received by the Company following a default will be credited first against interest, then against costs and expenses and then in respect of the amount due for the Goods.
- 6.8 At the Company's sole discretion a non-refundable deposit may be required.
- 6.9 Payment may be made by cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and the Company.
- 6.10 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Company an amount equal to any GST the Company must pay for any supply by the Company under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 6.11 The Company may withhold delivery of the Goods until the Customer has paid for them, in which event payment shall be made before the delivery date.

### 7. DELIVERY

- 7.1 The Company will endeavour to deliver the Goods on the date specified in the contract. If no date is specified, the Company will notify the Customer when the Goods are available for delivery.
- 7.2 The Customer will have no claim of any kind against the Company for any late delivery or non-delivery, for whatever reason.
- 7.3 The Customer must take delivery of the Goods within twenty one (21) days of the Company notifying the Customer that the Goods are available for delivery.
- 7.4 If the Customer fails to take delivery within twenty one (21) days of notification by the Company, the Company may terminate the contract by written notice to the customer, and the Company will be entitled to claim as and by way of pre-estimated agreed liquidated damages from the Customer a sum equal to 15% of the total price of the Goods.
- 7.5 If the Company is unable to deliver the Goods to the Customer within four (4) months of the date of acceptance of the order to purchase by the Company (or such longer period as may be agreed) the Company may terminate the contract by written notice to the Customer in that event, the Company will return to the Customer any deposit monies paid, but the Company will not be liable for payment of interest, nor for any claim, loss or damage of any kind whatsoever directly or indirectly arising from, in connection with, or as a consequence of, the Company's failure to deliver the Goods to the Customer on due date, or at all.

- 7.6 Delivery of the Goods will take place at the Company's premises. If the customer requests, and the Company agrees, the Goods may be delivered at a place other than the Company's premises. Where the Goods are to be delivered at a place other than the Company's premises the Customer must pay all costs and expenses incurred, or to be incurred, in connection with that delivery and the Customer agrees to and must indemnify and hold harmless the Company from any claim, loss or damage of any kind incurred, suffered or made directly or indirectly arising from, in connection with, or as a consequence of such delivery.
- 7.7 Save as otherwise agreed in writing, delivery will be deemed to have occurred when the loading of the Goods commences, and in the event of any unresolved dispute as to the time of delivery, delivery will be deemed to have occurred, at the time when the Goods leave the Company's premises, irrespective of who is in control of the Goods at that point.

### 8. RISK

- 8.1 Risk in the Goods passes to the Customer on Delivery.
- 8.2 The Customer must insure the Goods for their full replacement value from the time that the risk in the Goods passes to the Customer until the time when title in the Goods passes to the Customer.
- 8.3 The customer must whenever requested to do so provide the Company with copies of Certificates of currency for all insurance as required and must provide the Company with all such other documentation as may be required from time to time to substantiate the continued existence of adequate protection and insurance cover and the payment by the Customer of all premiums and charges due in respect of such insurance.
- 8.4 Any insurance effected by the Customer must, until the time when the title in the Goods passes to the Customer, cover the respective rights and interests of the Customer and the Company.
- 8.5 Irrespective of any insurance cover, the Customer must indemnify the Company and hold the Company harmless from any claim, loss or damages of any kind, howsoever arising in respect of, or in connection with the Goods once the risk has passed until the time when title in the Goods passes to the Customer.

### 9. TITLE

- 9.1 The Company and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid the Company all amounts owing to the Company; and
- (b) the Customer has met all of its other obligations to the Company.
- 9.2 Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 9.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Customer in accordance with clause 7.1 that the Customer is only a bailee of the Goods and must return the Goods to the Company on request.
- (b) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Company and must pay or deliver the proceeds to the Company on demand.
- (c) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Company and must sell, dispose of or return the resulting product to the Company as it so directs.
- (d) the Customer irrevocably authorises the Company to enter any premises where the Company believes the Goods are kept and recover possession of the Goods.
- (e) the Company may recover possession of any Goods in transit whether or not delivery has occurred.
- (f) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Company.
- (g) the Company may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

### 10. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")

- 10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 10.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by the Company to the Customer.
- 10.3 The Customer undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to;
- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (ii) register any other document required to be registered by the PPSA; or
- (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);
- (b) indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of the Company;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Company;
- (e) immediately advise the Company of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 10.4 The Company and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 10.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 10.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 10.7 Unless otherwise agreed to in writing by the Company, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 10.8 The Customer must unconditionally ratify any actions taken by the Company under clauses 8.3 to 8.5.
- 10.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions the PPSA.

### 11. SECURITY AND CHARGE

- 11.1 In consideration of the Company agreeing to supply the Goods, the Customer and the Guarantor charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer and/or Guarantor either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 11.2 The Customer and the Guarantor indemnifies the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Company's rights under this clause.
- 11.3 The Customer and/or the Guarantor irrevocably appoints the Company and each director of the Company as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.

### 12. DEFECTS, WARRANTIES AND RETURNS, COMPETITION AND CONSUMER ACT 2010 (CCA)

- 12.1 The Customer must inspect the Goods on Delivery and must within seven (7) days of Delivery notify the Company in writing of any evident defect or damage, shortage in quantity, or failure to comply with the description or quote.
- 12.2 Except as expressly set out in these terms and conditions provided by the Company, the Company makes no warranties or other representations under these terms and conditions, including but not limited to the quality or suitability of the Goods. The Company's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 12.3 If the Customer is a consumer within the meaning of the CCA, the Company's liability is limited to the extent permitted by section 64A of Schedule 2.
- 12.4 If the Company is required to replace the Goods under this clause or the CCA, but is unable to do so, the Company may refund any money the Customer has paid for the Goods.
- 12.5 If the Customer is not a consumer within the meaning of the CCA, the Company's liability for any defect or damage in the Goods is:
- (a) limited the Price of the Goods;
- (b) otherwise negated absolutely.
- 12.6 Subject to this clause 10, returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 10.2; and
- (b) the Company has agreed that the Goods are defective; and
- (c) the Goods are returned within a reasonable time at the Customer's cost; and

- (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 12.7 Notwithstanding clauses 10.11 to 10.68 but subject to the CCA, the Company shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Customer failing to properly maintain or store any Goods;
- (b) the Customer using the Goods for any purpose other than that for which they were designed;
- (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent consumer;
- (d) the Customer failing to follow any instructions or guidelines provided by the Company for storage of the Goods;
- (e) fair wear and tear, any accident, or act of God.
- 12.8 The Company may in its absolute discretion accept non-defective Goods for return in which case the Company may require the Customer to pay handling fees of up to thirty per cent (30%) of the value of the returned Goods plus any freight costs.
- 12.9 Notwithstanding anything contained in this clause if the Company is required by a law to accept a return then the Company will only accept a return on the conditions imposed by that law.
- 13. INTELLECTUAL PROPERTY**
- 13.1 Where the Company has goods or developed Goods for the Customer then the Intellectual Property shall remain the property of the Company.
- 14. DEFAULT AND CONSEQUENCES OF DEFAULT**
- 14.1 If the Customer owes the Company any money the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Company's collection agency costs, and bank dishonour fees).
- 14.2 Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Company may suspend or terminate the supply of Goods to the Customer. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company has exercised its rights under this clause.
- 14.3 Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Company shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to make a payment when it falls due;
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- 15. ANTI-CORRUPTION OBLIGATIONS**
- 15.1 The Customer represents, warrants and agrees that neither the Customer, any of its related entities nor the Customer's Personnel authorised, offered, promised or gave or will authorise, offer, promise or give anything of value to:
- (a) any:
- (i) individual who is employed by or acting on behalf of an Authority, government, government-controlled entity or public international organisation;
- (ii) political party, party official or candidate;
- (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
- (iv) individual who holds himself out to be the authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above,
- (each, a Government Official"), in order to influence official action relating to either, or both, the Company or this Purchase Order;
- (b) any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust ("acting improperly") in relation either, or both, the Company or these Terms & Conditions of Sale, to reward the person for acting improperly by receiving the thing of value; or
- (c) any other person while knowing, or while he or she ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised or given or will be offered, promised or given to:
- (i) a Government Official in order to influence or reward official action relating to either, or both, the Company or these Terms & Conditions of Sale; or
- (ii) any person in order to influence or reward such person for acting improperly.
- 15.2 The Company may terminate any Contract for the sale of products for default, if the Customer breaches this clause 15 or any Applicable Anti-corruption Laws in performing its obligations under these Terms & Conditions of Sale.
- 16. CANCELLATION**
- 16.1 The Company may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Company shall repay to the Customer any money paid by the Customer for the Goods. The Company shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 16.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Company as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 16.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 17. PRIVACY ACT 1988**
- 17.1 The Customer agrees for the Company to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by the Company.
- 17.2 The Customer agrees that the Company may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer.
- 17.3 The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 17.4 The Customer consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 17.5 The Customer agrees that personal credit information provided may be used and retained by the Company for the following purposes (and for other purposes as shall be agreed between the Customer and the Company or required by law from time to time):
- (a) the provision of Goods; and/or
- (b) the marketing of Goods by the Company, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
- 17.6 The Company may give information about the Customer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 17.7 The information given to the credit reporting agency may include:
- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
- (c) advice that the Company is a current credit provider to the Customer;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of the Company, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
- (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Customer by the Company has been paid or otherwise discharged.
- 18. MISCELLANEOUS**
- 18.1 The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which the Company has its principal place of business, and are subject to the jurisdiction of New South Wales.
- 18.3 Subject to clause 12 the Company shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these terms and conditions (in any event the Company's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 18.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Company nor to withhold payment of any invoice because part of that invoice is in dispute.
- 18.5 The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 18.6 The Customer agrees that the Company may amend these terms and conditions at any time. If the Company makes a change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Company to provide Goods to the Customer.
- 18.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 18.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
- 18.9 The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.10 If any part of the terms and conditions are void or unenforceable, that part is severable from this Agreement to the extent that the parts that are not void or unenforceable shall remain in full force and effect and be unaffected by any such severance.
- 18.11 If the Customer is more than one person, each person shall be jointly and severally liable to the Company. A failure by any party to execute, or to properly execute, or to be bound by, any order or this contract shall not relieve any other party of liability under the contract.
- 18.12 The Customer shall be liable for any costs, including stamp duty, that may be payable on, or as a consequence of, this contract.
- 19. NOTICES**
- 19.1 In addition to effective service pursuant to any statute, any notice or other communication in writing to the Customer at the address on the Customer's Order (or such other address as authorized by law) will be deemed to have been duly served on and received by the Customer:
- (a) if it is delivered, when it is left at the relevant address.
- (b) if it is sent by post, seven (7) days after the day of posting.
- (c) if it is sent by fax, at the time recorded on the transmitting machine.
- (d) if it is sent by e-mail, when the sender's computer indicates that the message has been sent and that it has not bounced.
- 19.2 Any notice or communication may be effectively given by the Company or its solicitors.
- 20. COMMISSIONING & TRAINING**
- 20.1 If the price paid by the customer for the goods included an equipment commissioning and training component ("ZTRAINING") or commissioning and training was quoted separately for the goods, it is agreed between the parties as follows:
- 20.2 That the training shall be provided by a Hedweld authorized and qualified trainer(s) familiar with the operation of the goods.
- 20.3 That the price shall include the cost of travel to and from the site where training is to take place.
- 20.4 The time allowed for commissioning and training includes such reasonable time as may be necessary for the company trainer(s) to familiarise themselves with site conditions, any necessary commissioning of the goods and training of the customer's staff in relation to the operation of the goods. Any additional time referred to in 20.5 (f), will incur an additional charge.
- 20.5 That the training date shall be mutually agreed between the parties which shall be subject to the trainer's availability.
- 20.6 That the company's trainer(s) shall have uninterrupted access to the goods and such training shall relate only to the goods sold by the company to the customer.
- 20.7 The parties agree that commissioning and training does not include:-
- (a) any site required medical assessment(s).
- (b) the cost of site specific induction(s).
- (c) public holiday and weekend work which shall incur an additional charge.
- (d) accommodation and meals for the trainer(s) which shall be the customer's responsibility unless otherwise stated in the quotation.
- (e) any specialised equipment hire necessary for the commissioning or training.
- (f) any additional time, additional personnel, travel or accommodation required of the trainer(s) other than that originally contemplated as a result of goods not being available, inclement weather, restricted access to the goods or act of God will incur an additional charge. If total daily labour hours including travel exceed 10hrs penalty rates apply. Standard hours of work are 6:30am - 4:30pm Monday - Friday. Penalty rates apply for weekends or public holidays. Additional labour shall be at the hourly rate set out in the company's quotation for the goods referred to as "additional time".
- (g) all costs (including travel costs) if the customer cancels or postpones the training or the trainer(s) is otherwise unable to complete the training for any reason other than the fault of the company then the initially agreed training date will need to be re-quoted and rescheduled.