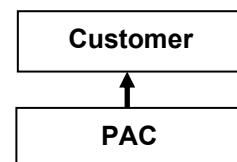


GENERAL TERMS & CONDITIONS FOR SUPPLY OF GOODS/SERVICES TO CUSTOMER
(to be sent to PAC's Customers with Quotation)



1. GENERAL

- (a) These Terms and Conditions form an integral and fundamental part of the quotation submitted by Pipeline Actuation and Control (PAC (2012) Pty Ltd, ABN 41 158 928 020 hereinafter referred to as PAC) and shall be embodied in and form part of the Agreement between PAC and the Purchaser of the Goods.
- (b) Goods means the products and/or services specified overleaf or elsewhere.
- (c) These terms shall be governed by and construed by in accordance with the laws of New South Wales.
- (d) These terms (including any quotation) may not be varied except in writing and signed by a duly authorised manager of PAC.

2. REPRESENTATIONS

- (a) A quotation provided by PAC may be withdrawn at any time. Unless withdrawn, each PAC quotation is open for acceptance within the period stated on the quotation or, when no period is stated, within thirty (30) days after the date of the quotation.
- (b) The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the terms and conditions of the sale of Goods.
- (c) All Goods to be supplied by PAC shall be described on the purchase order agreed by PAC and the Purchaser. The description on the agreed purchase order shall prevail over all other descriptions including any Purchaser's specification or enquiry.

3. PRICE AND PAYMENT

- (a) Unless otherwise stated, all prices quoted by PAC are nett, exclusive of GST.
- (b) Payment of the purchase price shall be made on or before the 30th day following the date of issue by PAC of an invoice for the Goods unless other terms of payment are expressly stated herein in writing.

4. RIGHTS IN RELATION TO GOODS

PAC reserves the following rights in relation to the Goods until all accounts owed by the Purchaser to PAC are fully paid and any cheques cleared.

- (a) Legal ownership of the Goods;
- (b) To enter the Purchaser's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damages in order to retake possession of the Goods; and
- (c) To keep or re-sell any Goods repossessed pursuant to (b) above. If the Goods are resold or products are manufactured using the Goods the proceeds from such sale or products shall be deposited in a separate identifiable account as the beneficial property of PAC and the Purchaser shall pay such amount to PAC upon request.

Notwithstanding the provisions above, PAC shall be entitled to maintain an action against the Purchaser for the purchase price and the risk of the Goods shall pass to the Purchaser upon delivery.

5. STORAGE

PAC reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Purchaser within fourteen (14) days of request by PAC for such information.

6. RETURN OF GOODS

PAC shall not be under any obligation to accept Goods returned by the Purchaser and will do so only on terms to be agreed in writing in each individual case.

7. CANCELLATION

No order may be cancelled except with PAC's consent in writing and on terms which will indemnify PAC against losses.

8. LIABILITY

- (a) Any performance figures given by PAC are estimates only and PAC shall be under no liability for damages for failure to attain such figures unless specifically guaranteed in writing and signed by a duly authorised officer and any such written guarantee shall be subject to the recognised tolerances as applicable to such figures.
- (b) PAC shall be liable to the Purchaser for any loss, damage, injury or loss of life arising out of, or incidental to, the provision of the Goods and/or Services provided by PAC only to the extent that any such loss was caused by or contributed to by a willful, unlawful or negligent act or omission by PAC or its agents.

- (c) PAC's liability for any loss or damage arising out of, in connection with, or resulting from Goods supplied by PAC shall not exceed the price allocable to the Goods which give rise to such claim.
- (d) PAC shall not be liable for any loss of use, revenue or profit, expenditures for procuring substitute goods, liquidated damages including those arising under any contracts the Purchaser has with the Purchaser's customers, or for any special, indirect, incidental, speculative, remote, consequential, punitive, exemplary or other costs or damages arising out of this Agreement or its breach.
- (e) PAC shall not be under any liability to the Purchaser if it is unable to provide the Goods either at all or in part to the Purchaser by reason of fire, accident, theft, loss, flood, storm, tempest, earthquake, strike, industrial dispute, war, hostilities, riot, Act of God or any Government act or regulation (whether Commonwealth, State, or Local) or any cause beyond the control of PAC.
- (f) PAC is not responsible for any loss or damage to goods in transit, except to the extent that PAC's transit insurance or the carrier's insurance applies. PAC shall render the Purchaser such assistance as may be necessary to press claims on carriers provided the Purchaser shall have notified PAC in writing immediately loss or damage is discovered and within a reasonable timeframe.
- (g) The Purchaser waives any claim for shortage of any Goods delivered if a claim in respect thereof has not been lodged with PAC within seven (7) days from the date of receipt of the Goods by the Purchaser.
- (h) The delivery times made known to the Purchaser are estimated only. PAC will be under no liability for late delivery or non-delivery and under no circumstances shall PAC be liable for any loss, damage or delay occasioned to the Purchaser or its customers arising from late or non-delivery or late installation of the Goods.
- (i) PAC's liability for Goods manufactured by it is limited to making good any defects by repairing the same or at PAC's option by replacement within a period not exceeding twelve (12) calendar months after the Goods have been despatched provided that:-
 - (i) defects have arisen solely from faulty materials or workmanship;
 - (ii) the Goods have not received maltreatment, inattention or interference;
 - (iii) accessories of any kind used by the Purchaser are manufactured or approved by PAC;
 - (iv) the seals of any kind on the Goods remain unbroken; and
 - (v) the defective parts are promptly returned free of cost to PAC.
- (j) Where the goods are not manufactured by PAC, the guarantee of the manufacturer thereof shall be accepted by the Purchaser and is the only guarantee given to the Purchaser in respect of the Goods
- (k) PAC shall not be liable for, and the Purchaser releases PAC from any claims in respect of, faulty or defective design of any Goods supplied unless such design has been wholly prepared by PAC and the responsibility for any claim has been specifically accepted by PAC in writing. In any event, PAC's liability hereunder shall be strictly limited to the replacement of defective parts in accordance with sub paragraph (g) of this clause.
- (l) Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded.
- (m) These terms and conditions shall be read subject to any implied terms and conditions or warranties imposed by the Competition and Consumer Act 2010 and any other Commonwealth or State Legislation as may be applicable and which prevents, either expressly or impliedly, the exclusion or modification of any such terms, conditions or warranties.