

SPA STANDARD CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

- 1.1 "SPA" means Screw Pegs Australia ABN 38 611 599 869, the Trading name of Zeus (WA) Pty Ltd.
- 1.2 "**Contract**" means the contract entered into between SPA and the Customer and includes any purchase orders submitted by the Customer whether verbal or written and accepted by SPA and these Standard Conditions of Sale ('Conditions').
- 1.3 "**Customer**" means the party purchasing or offering to purchase Goods from SPA pursuant to this Contract (including any successors, nominees and any Insolvency Administrator appointed to take control of the Customer's business), and where there is more than one Customer, the Customer's covenants and obligations are joint & several.
- 1.4 "**Date of Delivery**" means the date on which the Goods are delivered to the premises of the Customer.
- 1.5 "**Goods**" means the goods manufactured, imported, supplied and/or delivered by SPA to the Customer or as the Customer may direct pursuant to this Contract.
- 1.6 "**Invoice**" means the invoice rendered to the Customer by SPA and includes a tax invoice.
- 1.7 "**Price**" means the price of the Goods and any other fees or charges payable by the Customer as stated in the Contract.
- 1.8 **Severance:** Any provision hereof prohibited by or rendered unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from these Conditions rendered ineffective so far as is possible without modifying the remaining provisions of these Conditions.

2. PAYMENT

- 2.1 Payment of the Price is due on the date of the Contract.

3. GOODS & SERVICES TAX

All Prices are GST exclusive amounts

But for this clause 3, all prices and amounts expressed or described by SPA in the Contract, verbally or in writing are GST inclusive prices.

3.2 All prices to be increased for any GST

The price for the supply of the Goods and any other things by SPA to the Customer includes the amount of GST liability that SPA incurs in making the supply and that amount is payable at the same time as the consideration that is payable in respect of that supply before that inclusion of GST.

3.3 SPA to provide tax invoice

SPA will provide the Customer with a tax invoice at the time the Goods are delivered under the Contract, or on request.

3.4 Definitions

- a. "**GST**" means GST under the GST Act;
- b. "**GST Act**" means A New Tax System (Goods and Services Tax) Act 1999 (as amended); and
- c. "**Supply**" & "**Tax Invoice**" have the meanings specified in the GST Act.

4. DELIVERY OF GOODS

4.1 SPA shall deliver the Goods within a reasonable time. SPA shall not be responsible for any loss or damage including without limitation loss of revenue, profits, goodwill, or opportunities or loss of anticipated savings howsoever arising as a result of any delay or failure to deliver the Goods.

4.2 Any measures requested by the Customer to protect the Goods in storage or transit shall be at the Customer's expense.

5. PROPERTY IN THE GOODS

5.1 Title of the Goods will not pass to the Customer until such time as SPA has received payment in full of the Price.

5.2 Risk in the Goods shall pass to the Customer at the Date of Delivery.

6. CANCELLATIONS AND RETURNS

6.1 Any claim by the Customer of any defect or shortfall in relation to the Goods must be notified in writing to SPA within 7 days of Date of Delivery or within 7 days of the claim arising, whichever is the earlier. Any claim requires proof of purchase and return of the defective Goods to SPA at the Customer's expense.

7. WARRANTIES AND INDEMNITIES

7.1 SPA warrants the Goods shall be free of defects in workmanship or materials and be of merchantable quality. The liability of SPA pursuant to this warranty or any other warranty implied by law or the operation of any statute including the Competition and Consumer Act 1974 (as amended) and the Australian Consumer Law shall be limited to the cost of replacing defective Goods, the cost of obtaining equivalent Goods, or the cost of repairing the Goods, at SPA's discretion provided that in all such cases freight costs and costs of dismantling and reassembly shall be borne by the Customer. All other rights or warranties implied by statute, at law or in equity are excluded.

7.2 Subject to paragraph 7.1, SPA is not liable for any loss, damage, personal injury or death arising out of or in connection with the supply, resupply, use or reuse of the Goods, howsoever arising and whether for SPA'S negligence or otherwise, including without limitation loss of revenue, profits, goodwill, opportunities or loss of anticipated savings or other loss or damage or otherwise and SPA is not liable for any representation, warranty, condition or term whether express or implied or written or verbal unless it is specified in the Contract or the Conditions.

7.3 SPA warrants the Goods for a 30 day period from the date of delivery. Subject to clause 7.2 this Warranty only applies to defects or damage which occur during proper use and maintenance of the Goods. SPA is not responsible for any damage resulting from misuse, overloading, accidental damage, alteration or improper installation of the Goods.

7.4 SPA, at its absolute discretion, will replace or repair the Goods using new or refurbished replacement parts in performance of its obligations under this Clause. The replaced or repaired Goods are only warranted by SPA for a 30 day period from the date of delivery of the repaired or replaced Goods.

8. ADVICE AND REPRESENTATION

Subject to Clause 7, any advice, recommendation, representations, information, assistance or service provided by SPA in relation to Goods supplied or manufactured by it in respect of their use or application is given in good faith and shall be accepted without liability on the part of the Customer and SPA is not liable for any loss claim damage or expense arising therefrom. It shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods.

9. APPLICABLE LAW

This Contract shall be deemed to have been made in the State of Western Australia in the Commonwealth of Australia and is governed by the law of the State of Western Australia and the Commonwealth of Australia. The parties agree to submit to the exclusive jurisdiction of the courts of Western Australia and Commonwealth of Australia.

10. CUSTOMER COMPLIES WITH LAWS

The Customer warrants that in entering into and performing this Contract it complies with all applicable laws of Australia and without limiting this clause the Customer indemnifies SPA against all costs claims, expenses or other liability arising out of or in connection with a breach of this clause.