

## Safe Light Technology

### CONDITIONS OF SALE

#### 1. General

In these conditions 'the Company' shall mean Safe Light Technology and 'the Customer' shall mean the Company, Firm or Individual. The Company contracts subjects to these terms and conditions: no variation or addition shall form part of any Contract unless specifically accepted by the Company in Writing. These terms and conditions shall override and take the place of any other terms and conditions in any document or other communication used by the customer in concluding the Contract. This contract shall be made only upon the basis of such representations as are contained in this quotation or made by us in writing. None of our Employees are authorised to make any representations or give warranties on our behalf.

#### 2. Acceptance of Orders

Orders given verbally by telephone are accepted only on these conditions and written confirmation must be sent within seven days.

#### 3. Payment

- (i) The price for the goods shall be the Company's price ruling at the date of despatch.
- (ii) If any payment from the Customers should be overdue, the Company may withhold any goods without prejudice to the Company's right and the Customers liability.
- (iii) Without prejudice to any other right to the Company, it shall be entitled to interest at the rate of 3% per month or part month on any overdue payment.
- (iv) Unless otherwise stated, all amounts expressed or described in these Terms and Conditions are GST inclusive amounts.

#### 4. Terms of Settlement

As per price list in ruling at date of despatch of order.

#### 5. Delivery

- (i) Any times quoted for delivery are estimates only and the Company shall not be liable for any loss or damage in any event resulting directly or indirectly from any delay or failure to notify delay.
- (ii) The Company shall not be liable for any damage, discrepancy or shortage unless the Customer notifies the Company within 48 hours of arrival, by telephone and confirms in writing within 14 days.

#### 6. Property and Risk

- (a)(i) Notwithstanding any agreed terms of payments, goods and materials are not sold and delivered on credit but on condition that ownership there shall not pass to the purchaser until it is fully paid for and all the goods and materials whether incorporated in some larger assembly or not shall remain our property until the whole purchase price has been paid.
- (ii) In default of payment within 30 days of due date and in the manner herein provided we shall be entitled to cancel the contract and remove them and for that purpose we shall be deemed to have the Customers full consent and authority to enter upon the premises where such goods and materials may then be.
- (iii) Any instalments of purchase money which may have been paid shall be retained by us for our own use by way of liquidated damages.
- (b) Notwithstanding the provisions of sub-clause (a) all goods and materials after despatch from our works are at the Purchasers risk and must be paid for, notwithstanding the destruction thereof or any damage thereto however caused (other than damage occasioned by the act of default of our employees, in which case our liability shall be limited to reinstating the damage so occasioned).
- (c) The Purchaser shall upon delivery insure in the joint names of the Purchaser and ourselves until completion of payment, all goods and materials comprised in this quotation

#### 7. Quantity

Part orders may be sent out to avoid excess delay and when this occurs the price ruling will be that of the full order.

#### 8. Credit Accounts

Credit Accounts will only be opened on establishment of suitable credit references.

#### 9. Warranty and Liability

- (a) Except for death or personal injury due to negligence, our liability in respect of defects in or failure of any part of the goods supplied is limited to making good by replacement or repair such defects or failure in components of our manufacture. Our liability is, in any case, limited as provided in the subsequent paragraphs.
- (a)(i) We guarantee that products and materials supplied by us are of satisfactory quality. However the final quality of bond achieved will depend upon many variables which are outside our control. We will therefore have to reject any liability over and above the replacement of faulty material. This refers especially to any indirect or consequential loss, damage or expenses.
- (b) We shall not be liable for any such defects or failure which arises more than 6 months after despatch from our works.
- (c) We shall not be liable for any such defects or failure if they are due to the use of the goods for a purpose or in a manner not specified or envisaged by us.
- (d) We shall not be liable for any such defects or failures unless the alleged defects are reported to us promptly and in any case within 30 days of occurrence or discovery.
- (e) we shall not be liable for any such defect or failure unless we are afforded a reasonable opportunity of inspecting and testing the material alleged to be faulty within 30 days of its being reported pursuant to sub-paragraph (d).
- (f) In the case of components or materials not of our manufacture, we will pass on such rights and warranties as we received from the suppliers, but we shall not ourselves be under any further liability.
- (g) we shall not be liable for indirect or consequential loss, unless the circumstances likely to give rise to such loss have been specifically brought to our attention before this quotation is accepted and we have agreed in writing to accept liability. In particular we shall not be liable (except as aforesaid) for damage or loss resulting from the incorporation of defective goods or materials of our manufacture in other products or articles of any kind.
- (h) Any express or implied warranties of any kind are subject to the foregoing restriction and limitations.

#### 10. Force Majeure

The Company shall:

- (i) In the event not be liable for loss or damage:  
and
- (ii) Be entitled to cancel or rescind the Contract:  
if the performance of its obligations under the Contract is in any way adversely affected by any cause whatsoever beyond the Company's control, including but not limited to the delays or defaults of the sub-contractors, war, strikes, walk-out, trade dispute, flood, accident to plant or machinery, shortage of materials or labour.

#### 11. Ownership of Goods

Notwithstanding delivery and the passing of risk on the goods, ownership of the goods shall remain the property of the seller until the buyer has paid in full all sums outstanding and owing to the seller (either in respect of those goods or in respect of all goods previously supplied by the seller to the buyer) and until such time the buyer shall hold the goods as bailee for the seller and shall keep the goods separate from those of the buyer and third parties and property stored, protected and indemnified as the seller's property.

#### 12. No Waiver

A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of a power or right will not preclude any other or further exercise of that power or right or of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

#### 13. Severability

Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

#### 14. Governing law and jurisdiction

All disputes that may arise in connection with this Order or other Orders which may follow shall be governed exclusively by the laws of Australia, and shall be subject to the exclusive jurisdiction of the courts of the State of Queensland.