



Terms & Condition of Sale

General

- 1 All orders are subject to acceptance by Giura Group located at 18 Hod Way, Malaga, Western Australia, 6090.

The customer agrees that these terms and conditions will apply in any such contract to the exclusion of any other terms the Customer seeks to impose, including any contained in a Customer's purchase order. The Customer agrees that by issuing a standard form purchase order that purports to accept the Quotation, the Customer is accepting the Quotation and the terms in it to the exclusion of any terms contained in that purchase order.

No variation to these terms or of any quotation, order or agreement shall be valid unless in writing by Giura Group and the customer.

Quotation Terms

- 2 Quotations remain open for acceptance for 30 days.
- 3 Quotation may be accepted by the Customer and a binding contract will come into existence by the issue of a purchase order, written or oral instruction from the Customer or by the Customer's conduct.

Work Obligations

- 4 Giura must carry out the Works in accordance with the Scope of Works with reasonable skill and care.
- 5 Time shall not be of the essence for the commencement and performance of the Works, Giura will use reasonable endeavours to meet the Date/Time for Delivery of the Works and any programme issued, but they are to be treated as estimates only.

Customer's Work Obligations

- 6 The Customer must:
 - 6.1 Promptly provide Giura with all information as Giura may reasonably require to undertake the Works;
 - 6.2 Provide Giura with adequate, continuous and uninterrupted access to the areas in which Giura will be required to perform its obligations.
 - 6.3 Provide Giura with all services and facilities as are necessary or desirable for the timely and safe performance of the Works.
 - 6.4 Cooperate with Giura in ensuring that the Works are performed in a safe manner and in compliance with Work, Health and Safety obligations.



Warranties and Defects

- 7 Giura warrants that any product manufactured and supplied by it pursuant to this agreement will be free from defects and workmanship under normal use and service for 12 months,
- 8 If the Customer discovers any defect or non-conformance in the Works (including in any parts supplied):
 - 8.1 It must give Giura written notice as soon as is practicable;
 - 8.2 Allow Giura reasonable opportunity to carry out an inspection and conduct any test;
 - 8.3 Allow Giura reasonable opportunity to rectify any defect.
- 9 The product warranty will be voided if the Customer carries out any modification or work on any product or part without first consulting Giura.

Limitations of Liability

- 10 Subject to clause 11 and to the maximum extent permitted by law:
 - 10.1 Giura's liability will in no circumstances exceed 100% of the Price.
 - 10.2 Giura will not be liable for any loss of production, loss of use, loss of revenue, loss of profit or any consequential loss.
- 11 The exclusions in clause 10 do not apply to the extent any insurances that are to be taken out would otherwise apply.

Price

- 12 The Customer must pay Giura the Price for the Works on the Terms of Payment.
- 13 If any payment is not made within 14 days of it becoming due:
 - 13.1 Giura may suspend the Works under this Agreement and under any other agreement between the parties;
 - 13.2 Interest is payable on the overdue amount at 1.5% per month, compounding monthly.
- 14 If at any time Giura has concerns as to the Customer's credit worthiness it may require payment to be made on account before any delivery is made.
- 15 Ownership of any parts and/or materials supplied passes on payment for those parts.

As to risk:

 - 15.1 Where the quotation provides that Giura will deliver parts and/or materials to the Customer's premises, risk will pass upon delivery to those premises.



15.2 Where the quotation provides that the Customer will arrange collection or delivery of parts and/or materials (or is otherwise silent), risk will pass upon the parts and/or materials leaving Giura's factory.

16 Unless expressly stated to the contrary the Price makes no allowance for:

16.1 Taxes, packaging, freight or insurance;

16.2 Delay or disruption beyond Giura's control;

16.3 A change in the sequence or timing of the Works beyond Giura's control;

16.4 Discovery of any site condition (including asbestos) which had not been reasonably contemplated by Giura;

16.5 The need to work outside of normal working hours;

16.6 Suspension of the Works for non-payment.

Giura will be entitled to a variation to the Price to accommodate any additional costs incurred by reason of such events.

17 The Customer may request Giura to vary the Scope of Works. Giura will have a discretion whether to agree to such variation. If it does, it will be entitled to be paid the price agreed with the Customer for the variation or, in the absence of agreement, a reasonable sum as determined by Giura.

Intellectual Property and Confidentiality

18 Giura will at all times own the copyright in the drawings and specification referred to in the Scope of Works and any other documents it produces. Subject to payment of the Price in full, Giura grants the Customer a licence to use them for the site on which the Works are performed.

19 The Customer must keep all documents, technical information and know-how and Giura processes confidential and restrict disclosure only to those who need to know for the performance of the Works.

Safety

20 Giura will ensure, so far as is reasonably practicable, that any parts and/or materials and Works it supplies are designed to be without risks to the health and safety of persons at the Customer's workplace.

21 Unless Giura contracts to design and construct an entire system for use at the Customer's workplace, Giura requires the Customer to carry out its own health and safety assessment as to the use or incorporation of the parts and/or materials or Works supplied into the Customer's factory and/or machinery.

22 The Customer warrants that, so far as is reasonably practicable, it will carry out such risk assessments and put such steps in place as will ensure that such parts and/or materials and Works are used in such a way as not to present a risk to the health and safety of its workforce.



Law

- 23 This Agreement is governed by the laws of Western Australia. The parties agree to submit all disputes arising under or in connection with this Agreement to the jurisdiction of the Courts of Western Australia.