



DELKOR RAIL PTY LTD
ABN 16 003 769 140
TERMS AND CONDITIONS FOR QUOTATION AND SALE

1. GOVERNING TERMS AND CONDITIONS

These are the only terms and conditions which are binding upon Delkor Rail Pty Ltd with the exception of those otherwise agreed in writing by Delkor Rail Pty Ltd or which are imposed by statute, and which cannot be excluded.

2. QUOTATION

Delkor Rail Pty Ltd.'s quotation is open for acceptance within thirty (30) days from the date of issue. A quotation is not to be construed as an obligation to sell but an invitation to quote and no contractual relationship shall arise until the Buyer's order has been accepted.

Unless otherwise stated in writing by Delkor Rail Pty Ltd, prices quoted shall be exclusive of handling, delivery, agents charges and any charge duty or impost including GST at the applicable rate.

3. DRAWINGS AND DIMENSIONS

All drawings, dimensions and quantities submitted with the quotation are for quotation purposes only. All drawings and specifications shall remain the sole property of Delkor Rail Pty Ltd and shall not be copied or divulged to any third party without the prior written consent of Delkor Rail Pty Ltd.

4. CANCELLATION OF ORDER

Cancellation of any order or part order by the Buyer during the course of manufacture must be confirmed in writing and Delkor Rail Pty Ltd will be entitled to charge the Buyer for that portion of the work executed at time of cancellation.

5. INSPECTION AND ACCEPTANCE

The Buyer shall inspect all goods upon delivery and shall within seven (7) days of delivery give notice in writing to Delkor Rail Pty Ltd of any matter or thing by which the Buyer alleges that the goods are not in accordance with the Buyer's order. Failing such notice and, to the extent permitted by statute, the goods shall be deemed to have been delivered and accepted by the Buyer.

6. RETURNS

All returns must be approved in writing by Delkor Rail Pty Ltd. Authorised returns must be freight prepaid and returned within a period of 14 days from date of delivery. Delkor Rail Pty Ltd will only be obliged to credit returned goods if they are in a saleable condition. Delkor Rail Pty Ltd reserves the right to charge a handling fee equal to 10% of the price of the goods returned. Products specifically purchased, manufactured, machined or cut to size or to the Buyer's specification are not returnable.

7. DELIVERY

Unless otherwise stated the goods shall be delivered ex-works to the Buyer. Any other delivery arrangements shall be made to the point of delivery specified in the Buyer's purchase order. The times quoted for delivery are estimates only and company accepts no liability for delay in delivery of Goods. No excused delay will relieve the Buyer from its obligation to accept and pay for the Goods. Return of Goods will not be accepted except by prior agreement.

Delkor Rail Pty Ltd reserves the right to make part deliveries of an order, and each part delivery shall constitute a separate sale of goods upon these terms and conditions. A part delivery of an order shall not invalidate the balance of an order.



8. INSURANCE

Where the Buyer nominates his specific carrier for transport, Delkor Rail Pty Ltd deems his responsibility duly executed on receipt of carrier's signed consignment/dispatch docket and no allowances for insurance will be undertaken by Delkor Rail Pty Ltd.

9. WARRANTY

The Buyer shall immediately notify Delkor Rail Pty Ltd in writing upon discovery of any defect in the goods. The Buyer shall not carry out any remedial work to alleged faulty materials or workmanship ('Defective Goods') without first obtaining the written consent of Delkor Rail Pty Ltd to do so.

The buyer agrees that except as provided in this clause and to the extent permitted by law, Delkor Rail Pty Ltd is not liable to the Buyer in respect of any loss, damage or claim of any nature including any consequential loss arising out of or in relation to any breach by Delkor Rail Pty Ltd of its obligations under this quotation including any liability for negligence. To the extent permitted by law all other conditions and warranties contained in and implied by any statute or rule of law are expressly excluded and negated.

All goods supplied by Delkor Rail Pty Ltd are warranted against Defective Goods subject to use within its design constraints for a period of twelve (12) months from date of delivery. The liability, if any, of Delkor Rail Pty Ltd arising from the breach of such conditions or warranties shall at Delkor Rail Pty Ltd.'s option be limited to and completely discharged by:

- (a) repair of the Defective Goods;
- (b) replace the Defective Goods or supply equivalent Goods; or
- (c) reimburse the Buyer the amount paid by the Buyer under this quotation for the Defective Goods.

10. PAYMENT

Payment by the Buyer for goods delivered is due within 30 calendar days of the end of the month in which the goods are invoiced.

Goods and Services Tax (GST) will be shown separately in the tax invoice for the sale of the Goods. The amount of GST payable in respect of the supply of the Goods is payable by the Buyer.

11. PASSING OF PROPERTY AND RISK

Property in the goods supplied by Delkor Rail Pty Ltd to the Buyer pursuant to these terms and conditions shall not pass to the Buyer until those goods and other goods supplied by Delkor Rail Pty Ltd to the Buyer have been paid in full. Subject to clause 9, risk in accepting the goods pass to the Buyer upon delivery of the goods.

12. APPLICABLE LAW

The rights and obligations of the parties shall be governed by the laws of the state in which the sales contract is issued and the parties shall irrevocably submit to the jurisdiction of the courts of that State and the Commonwealth of Australia for the purposed of determining such rights and obligations.

13. DISPUTES AND CLAIMS

If any disputes or claim arise between the buyer and Delkor Rail Pty Ltd in the provision of supply or services, then both parties must first try to settle the dispute by way of good faith negotiation. Any disputes which can not be settled within 14 days must then be submitted to mediation.

14. SEVERABILITY



If any of these terms or conditions are deemed invalid, void or unenforceable, that term and condition will be deemed severable and does not affect the validity and the enforceability of the balance of these terms and conditions.

15. ALTERATION TO CONDITIONS

Delkor Rail Pty Ltd may, at any time and from time to time, alter these Terms and Conditions.