

All quotations and contracts are subject to the following conditions:

Key Terms

Seller means Altapower Industries and *Buyer* means the Person, Firm, Company, Government Department or Agency whose order for the purchase of goods is accepted by the Seller. The *Goods* means the materials or services subject to the Agreement between the Buyer and the Seller. The *Agreement* is a consumer contract for a supply of goods or services as per section 23(3) of the Australian Consumer Law. The Buyer will be considered as a consumer as defined in section 3 of the Australian Consumer Law and the Buyer will be the person who acquired the Goods and paid the amount, or is payable for the Goods.

Payment terms

- Approved Account Customers: 30 days after end of month of invoice and delivery of goods.
- All Other Customers: 25% deposit with order, balance before despatch of goods.

Annual interest rate on late payments
20% per annum

Period for returning obviously defective goods
7 days after delivery

Jurisdiction and governing law
Tasmania, Australia

General Conditions

1. Effect of this Agreement

The agreement applies to order, sales quotation and contract placed with the seller. It overrides any inconsistent terms or conditions in any purchase orders or other documents.

2. Quotations

Prices and other details in any quotes are only valid for 30 days. If there are any variations in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation is based, the seller reserves the right to amend the contract price accordingly. The quotation will contain the name of the goods, price of the goods, and applicable taxes. The quote will be sent in a hard copy format or as a soft copy based on the requirements of the potential buyer.

3. Orders

The seller orders and manufactures goods exclusively for the buyer once an order is placed. Orders accepted cannot be revoked or delivery deferred, or goods returned. Where the seller agrees to accept products for return, a minimum 10% restocking charge will apply. The buyer will send a purchase order with the quotation attached to it for reference. The purchase order should mention the price and the taxes. It should also specify

the expected date of delivery, payment terms, destination address, and the details of the contact person.

4. Price and price increases

The buyer shall pay the price of the goods as indicated on invoices provided by the seller. The quoted price shall be binding provided that the buyer accepts the quotation in writing within thirty (30) days. The term price will have the same definition as specified in section 2 of the Australian Consumer Law, and it will either be the amount paid or payable for the acquisition of goods or services or both.

5. GST

The prices for the goods are exclusive of Goods and Services Tax (GST). The buyer will pay GST as per the current rate, and the seller will provide the buyer with a tax invoice. GST will have the same definition and meaning as defined in the Goods and Services Tax Act 1999. The current rate of GST in Australia is 10% on most goods and services with some exemptions and concessions. The rate may change at any time, and the seller will apply the current applicable rate.

6. Delivery

The seller will not be responsible for any loss or damage to goods during transit when the seller has not directly arranged such a transit or transport. Whether the goods are delivered by the seller or by someone other than the seller or are collected by the buyer, the buyer accepts the risk. Goods will be considered to be supplied to the buyer even if they are affixed to premises as per section 8 of the Australian Consumer Law.

7. Risk in the goods

If the buyer wishes to insure against loss or damage to the goods after they have left the seller's premises, it shall be the buyer's responsibility to do so. Risk passes to the buyer on the day when the goods are first ready for consignment from the seller's premises.

8. Return of obviously defective goods

The buyer shall inspect the goods upon delivery. Acceptance shall be deemed to have taken place at the expiration of seven (7) days from the date of each shipment. Where the goods supplied are not per the contract, the buyer shall give notice in writing within seven (7) days. The return requests may be considered if (a) the goods are not of acceptable quality as defined in the Australian Consumer Law, section 54(2) (b) the products do not conform to an agreed specification. Non-stock items and specially manufactured items are non-returnable. The buyer will pay the freight costs on the return.

9. Payment terms

The buyer must pay for the goods on the payment terms in the Key Terms. However, if the seller considers that the creditworthiness is unsatisfactory, the seller may require the buyer to pay a deposit for the goods on or before delivery. Time for payment for the goods will be stated on the invoice and is binding. All invoices are issued as a payment claim pursuant to the Building and Construction Industry Security of Payment Act 2009.

10. Interest on late payments

If the buyer fails to pay within the payment terms, then the buyer will be liable to pay the annual interest rate on late payments in the Key Terms. The interest will be calculated daily on the amount outstanding.

11. Title and the security interest

Until the buyer pays for the goods, the seller will retain ownership and title. The buyer will hold the rights as Fiduciary Bailee. The buyer can treat the assets in its possession as holding the proceeds of sale or trade. The ownership of the products does not pass to the buyer until the bank has cleared all monies.

12. Personal Property Securities Agreement (PPSA)

This agreement will constitute a security agreement under PPSA, section 10. The seller will have the right of registering a financing statement on Personal Property Securities Register (PPSR). The buyer will furnish all the details for registering, maintaining, and enforcing the security interest. Personal information of the buyer may be disclosed in some circumstances including the following (according to the Australian Privacy Principles contained in the Privacy Act 1988): a) third parties where the buyer provided informed consent to the use or disclosure b) where required or authorised by law. The buyer may access the personal information the seller holds and update and correct it, subject to certain exceptions. The seller will not charge any fee for the access request but may charge an administrative fee for providing a copy of the personal information.

13. Provision of information under PPSA not required

The buyer waives the requirement to provide information under various sections of PPSA. Specifically, the seller will not give a verification statement under section 157. The seller will not issue notices under section 144 that relieves the notice requirements under sections 95, 118, 121, 130, 132 and 135. The seller will not provide information regarding the security interest under section 275.

14. Terms defined in the PPSA

Terms defined in PPSA (in Part 1.3 Definitions – Division 2 The Dictionary) will have the same meaning, effect, and context when used in this Agreement.

15. Enforcement expenses

The buyer will pay costs including the legal fees to enforce the seller rights under this agreement.

16. Goods supplied on a wholesale basis

If the buyer purchases the products on a wholesale basis, the buyer may not be entitled to all of the consumer guarantees as per the Australian Consumer Law, section 51.

17. Our warranties

The seller will deliver the goods in an acceptable quality as defined in the Australian Consumer Law, section 54(2). The goods will match the specification in the quotation and description in the invoice. The goods will be free of third-party claims or undisclosed securities. The warranty will be provided as an express warranty as per section 2 of the Australian Consumer Law. It will refer to the state, quality, performance, and condition of the goods.

18. Limitation of liability

The seller will not be liable for any loss, damage or delay arising out of its failure to perform obligations under the Terms of Sale due to causes beyond its reasonable control including without limitation, acts of God, acts or omissions of the Buyer or its agents, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation. If a Force Majeure Event continues for three months or more, the seller may terminate this agreement immediately by written notice to the buyer. The seller is not liable for any indirect, incidental, or consequential losses. The liability for any claims is limited to replacing the goods or repairing of the products.

19. Variations

The seller may vary the agreement by giving written notice at any time. The change will only affect future orders.

20. Jurisdiction and governing law

The jurisdiction and governing law mentioned in the Key Terms apply to this agreement. The courts of the jurisdiction are entitled to resolve disputes about this agreement as specified in section 67 of Australian Consumer Law. According to section 2 of Australian Consumer Law, the evidential burden will lie to the plaintiff that could suggest a reasonable possibility that the error or omission is committed by the seller.