



## Standard Terms and Conditions of Sale and Supply.

These terms and conditions govern all contracts for the sale or supply of Goods and/or Services by Universal Concrete Lifting Systems Pty Ltd, ABN 55 116 857 535 ("Unicon") and to the extent that these have not been varied or added to in writing by Unicon, these are the only terms and conditions on which orders are accepted.

### DEFINITIONS

"Customer" means any person at whose request Unicon has provided a quotation or supplied Goods.

"Goods" means any goods, design services or other work requested by the Customer and supplied by Unicon under the contract.

"Payment" means cleared funds received by Unicon

"Terms and Conditions" means these standard terms and conditions.

### OFFER and ACCEPTANCE

An order from the Customer and received by Unicon by any means of communication is an offer to enter into a contract upon these Terms and Conditions.

The contract is formed only after Unicon has accepted the order and provided acknowledgment to the Customer. These Terms and Conditions (together with the acceptance) constitute the entire agreement between Unicon and the customer.

A quotation by Unicon does not constitute an offer.

All orders based on quotations and price lists are subject to acceptance by Unicon which reserves the right to accept in whole or in part any order or decline an order. Any order or part order not accepted is deemed rescinded. Any condition contained in the Customer's order or offer which is inconsistent or is contrary to these Terms and Conditions shall be of no effect unless that condition is expressly accepted in writing by Unicon, at the time of order acknowledgment. Any variation, waiver or rescission of the Customer's order or offer shall be of no effect unless accepted in writing by Unicon and where Unicon accepts cancellation, Unicon may levy a handling charge of up to 15% of the price.

### APPROVAL

All Goods are submitted to the Customer for its evaluation and approval; it is the Customer's responsibility to satisfy itself that the Goods are suitable for its purposes.

All Goods are supplied strictly on the terms that the Customer has satisfied itself of their suitability for the Customer's intended purpose.

Where Unicon is required to provide design input for a quotation, Unicon shall not commence manufacture or delivery of the Goods until Unicon has received design approval from the Customer.

### PRICE

Prices are subject to alteration without notice.

Quotations are valid for a period of 30 days from the date thereon unless previously withdrawn.

If no quotation is rendered, the price of the Goods shall be the price ruling at the date the Goods are dispatched or collected by the Customer.

All prices quoted are strictly net, ex-factory Sydney and do not include G.S.T.

Where the Customer and Unicon agree to a variation in the quantity of the Goods sold and purchased, the Goods shall be priced either at the rate applicable to the original quantity or the revised quantity at the absolute discretion of Unicon.

### TERMS OF PAYMENT

#### FOR UNICON CREDIT ACCOUNT HOLDERS

Payment of any invoice is due on the last day of the month following the month in which the Goods (or any installment of the Goods) are despatched by Unicon, unless otherwise agreed in writing by Unicon on acknowledgment of the order.

### TITLE

Unless payment in full of the total contract price has been received by Unicon,:

- a) property in the Goods remains with Unicon and the Customer agrees to hold the Goods as Bailee for Unicon;
- b) Unicon may at any time terminate any contract relating to the Goods and the bailment without notice to the Customer and may thereupon take possession of the Goods without prejudice to any other remedy.
- c) the Customer authorises Unicon by its servants or agents to enter any premises owned, leased or otherwise occupied by the Customer for the purpose of taking possession of the Goods and authorises Unicon by its servants or agents to use all reasonable force to obtain such possession;
- d) if the Goods are sold by the Customer, the Customer acknowledges that such sale is by the Customer as Bailee for and on behalf of Unicon and agrees to hold the proceeds of sale on trust for Unicon until payment in full to Unicon for the Goods.



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### DELIVERY

Unicon reserves the right to despatch the Customer's order in one delivery or by installments.

Unicon shall be entitled to payment for each installment delivered (as if it were a separate agreement) but failure to deliver any installment shall not entitle the Customer to repudiate the contract as to any remaining installments.

The delivery period indicated by Unicon is made in good faith but is an estimate and not a commitment. Unicon shall be under no liability for any loss or damage, however arising, if the Goods are not delivered within that time period.

If delivery is delayed at the request of the Customer, Unicon may agree to store the Goods on behalf of the Customer upon receiving payment in full for the Goods.

### INSURANCE

Unicon will not arrange insurance cover of any type on any Goods unless otherwise specified by the Customer and accepted by Unicon in writing.

### RETURN OF GOODS

Goods will not normally be accepted for return after 14 days from date of delivery.

Goods which are accepted for return after 14 days will normally be subject to administration and handling charges of up to 15% of the value.

Goods returned must be freight paid in original packs and in a saleable condition and any acceptance is subject to inspection by Unicon.

### CANCELLATION

The Customer may cancel his or her order only with Unicon's prior written consent and upon payment on demand of reasonable and appropriate cancellation charges to be determined by Unicon

### LIABILITY

The liability of Unicon is limited only to the cost of replacing the Goods or of having the Goods repaired at the election of Unicon.

Unicon will not be liable for consequential and/or secondary damages, injury or losses of any kind sustained directly or indirectly as a result of failure or defect in any product, material, installation or service. Unicon will not be liable for any loss or damages (including consequential loss or damage), howsoever caused (whether by negligence or otherwise), which may be suffered or incurred or which may arise directly or indirectly in respect of the Goods or any advice or recommendations provided by Unicon in respect of the Goods,

- a) provided that Unicon has rendered such Goods, advice or assistance with due care and skill;  
or;
- b) where any person has:
  - i. failed to use the Goods in accordance with any applicable laws or regulations or in accordance with the methods, recommendations and instructions for their use, as published by Unicon from time to time;
  - ii. altered or modified the Goods in any way.

### FORCE MAJEURE

Unicon shall not be liable to the Customer for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the Goods, or failure to manufacture or perform any term of this agreement due to causes beyond its control, including but not limited to acts of God, fire, flood, accidents to machinery, armed conflict, civil commotion, labour dispute, strikes, lockouts, breakdowns, labour shortages, interruptions of or delay in transportation, priorities required or requested by any government or agents thereof, restrictions imposed by any laws, or any other cause beyond Unicon's control.

### JURISDICTION

The validity and interpretation of quotations or any contract of sale arising out of quotations, and the rights and duties of the parties thereto shall be governed by the laws of New South Wales.