



Complete Machine Tools Pty. Ltd.

ABN: 64 081 016 668

ACN: 08 086 912

TRADING TERMS AND CONDITIONS OF SALE

Implemented: 14.08.2022

GENERAL

The following terms and conditions of sale ("Terms & Conditions of Sale") shall apply to and form part of any contract for the supply of goods and services ("Goods") by Complete Machine Tools Pty. Ltd. ("the Company") to another party ("the Purchaser").

These Terms & Conditions of Sale contain the entire agreement between the parties hereto on the subject matter of this agreement, and there are no other oral or written representations, stipulations, warranties, agreements, or understandings relating to the subject matter of this agreement. Any variation or modification of these Terms of Sale must be in writing.

DEFINITIONS

In the Sales Order Agreement, these Terms & Conditions and other documents associated with the Sales Order Agreement, unless otherwise provided, the following words shall have the following meanings:

"**Force Majeure**" means one or more or a combination of the following including the contents of Clause 16 of these Terms & Conditions: strikes, unforeseen breakdown of machinery, suspension of electricity or other relevant power supply, riots, war, robbery, civil commotion, adverse non foreseeable weather conditions, disaster caused by fire and/or water, action of government or port authority, delay of vessel, railroad embargoes, inability to obtain transportation facilities, failure of an original equipment manufacturer to supply the Goods or any part thereof in a timely fashion or at all.

"**GST**" means GST within the meaning of the "A New Tax System (Goods and Services Tax) Act 1999 (Cth)".

"**Installation**" means the leveling and positioning of the Goods, removal of travel clamps, aligning of any auxiliary equipment, connection of all necessary air and power supplies at the machine, and checking and adjusting where necessary all lubricant levels & in certain cases training of operators but DOES NOT include the provision of a level site of sufficient strength capable for the Goods, the provision of loading facilities, cranes, forklifts or any other device required for the offloading or positioning on site, the provision of which is the sole responsibility of the Purchaser.

"**Proprietary Information**" means as referred in Section 13 of these Terms & Conditions means any and all information relating to the Goods or their installation including designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trademarks and patents and any and all proprietary information, intellectual property and copyright in such proprietary information.

Definitions of Internationally recognised terms in relation to shipping & transport by land, sea or air:

Incoterms 2010

1 Rules for any mode of transport other than sea or inland waterway

1.1 EXW - Ex Works. (named place of delivery)

1.2 FCA - Free Carrier (named place of delivery)

1.3 CPT - Carriage Paid To (named place of destination)

1.4 CIP - Carriage and Insurance Paid to (named place of destination)

1.5 DAT - Delivered At Terminal (named terminal at port or place of destination)

1.6 DAP - Delivered At Place (named place of destination)

1.7 DDP - Delivered Duty Paid (named place of destination)

Note: Unless transit insurance (“Insurance”) is specifically stated as included it must be assumed that it is not.

1.8 The Company assumes no responsibility for damage, how so ever caused to goods, carried by contracted carrying vehicles/ services. Risk passes to the Purchaser immediately on loading of the goods onto the vehicle/service contracted to deliver the goods to the Purchaser’s nominated delivery point.

2 Rules for sea and inland waterway transport

2.1 FAS - Free Alongside Ship (named port of shipment)

2.2 FOB - Free on Board (named port of shipment)

2.3 CFR - Cost and Freight (named port of destination)

2.4 CIF - Cost, Insurance & Freight (named port of destination)

Note: Unless transit insurance (“Insurance”) is specifically stated as included it must be assumed that it is not.

2.5 The Company assumes no responsibility for damage, how so ever caused to goods, carried by contracted carrying vehicles/ services. Risk passes to the Purchaser immediately on loading of the goods onto the vehicle/service contracted to deliver the goods to the Purchaser’s nominated delivery point.

1. QUOTATION/ESTIMATE

1.1 Only an official quotation given by the Company to the Purchaser in writing shall constitute an offer.

1.1.1 Unlike a quote, an estimate is not legally binding and does not constitute an offer from the Company.

Any order from the Purchaser to the Company for the supply of Goods shall not be binding upon the Company until accepted by the Company in writing via a “Sales Order Agreement” as specified in item 2.

An estimate is not the same as a quotation. An estimate is supplied on the basis that we are not able to fully examine all aspects or internal physical parts of a job for repair or servicing.

1.2 Prices given in any quotation by the Company are applicable to that quotation only and will not apply in any other instance.

1.3 Quotations are valid for a period of thirty (30) days, unless specified otherwise, from date of issue by the Company specified in the quotation.

2. PURCHASE ORDERS

2.1 When ordering, an official order is to be submitted by the Purchaser to the Company quoting an order number, Australian Business Number (ABN), registration number for GST (if registered), full description of the Goods to be purchased, the delivery time and delivery address. Reference to the Company's quote number to the Purchaser should also be made (where applicable).

2.2 APPLICATION OF THESE TERMS & CONDITIONS

These Terms of Sale apply to the Purchaser and to the Company in respect of Goods ordered by the Purchaser. Any terms and conditions set out in the Purchaser's order deviating from or inconsistent with these Terms of Sale will not bind the Company notwithstanding any statement by the Purchaser in its order that its terms and conditions shall prevail over these Terms of Sale.

2.3 A contract shall only be or be deemed to have been entered into between the Company and the Purchaser for the supply of the Goods when the Purchaser's order has been accepted by the Company in writing. The Company will issue a "Sales Order Agreement" which is required to be signed by the Purchaser and returned to the Company.

If the Purchaser does not sign the Sales Order Agreement and does not send it back to the Company but continues to progress with the sale of the goods by making any payment or performing any of its obligations under the Sales Order Agreement then it is deemed as the Sales Order Agreement has been accepted.

Definition: Sales Order Agreement

A Sales Order Agreement is a document that sets out all of the items to be supplied, accessories, specifications, conditions of supply and payment terms for the equipment being supplied by the Company to the Purchaser. Upon progression / signing of the Sales Order Agreement by the Purchaser it becomes the principle document for the transaction/contract between the Company and the Purchaser. Other documents referred to in the Sales Order Agreement then become part of the Sales Order Agreement.

3. PAYMENT

3.1 The extension of credit to the Purchaser by the Company shall be at the sole discretion of the Company and, where extended, unless otherwise advised in writing by the Company the Company requires payment in full within thirty (30) days of the date of the invoice or as otherwise specified in the original Sales Order Agreement, quotation, or invoice.

In the case of capital equipment purchases, machinery new or used, the company requires payment in full prior to despatch from our works, or on terms that may be negotiated from time to time. In the case of machinery imported against the Purchaser's supply/purchase order a deposit (to be negotiated) is required to be paid at the time of order. The remaining payment is required prior to despatch from the Company's premises, unless due to a requirement by the supplier/manufacturer the final payment may be due on shipping from the premises of the nominated supplier/manufacturer. Payment terms & the Sales Order Agreement will then be adjusted to satisfy those conditions.

In all cases where machinery is imported under the Purchaser's specific purchase order a documentary Letter of Credit (LOC) for the full amount less any deposit paid must be established by the Purchaser in the name of the Company, Complete Machine Tools Pty. Ltd., under terms agreed between the Company and the Purchaser. All costs accruing to the establishment of the LOC are to the care and account of the Purchaser.

If finance is being used to purchase the equipment the company requires from the Purchaser notification in writing from the finance provider that finance has been approved and further that the funds have been deposited in the Company's nominated bank account and delivery can be undertaken.

3.2 Without in any way limiting the Company's right to require payment in full on the due date, the Company may at its sole discretion, charge interest on overdue accounts at the rate of 2.5% above the WESTPAC bank's variable Benchmark lending rate as applicable from time to time.

3.3 The Purchaser agrees that the Company shall be entitled to use the services of a credit agency from time to time to obtain information concerning the Purchaser (and where the Purchaser is a company, its Directors) in order to

assess the Purchaser's credit worthiness.

3.4 Time specified for payment is of the essence.

4. INDEMNITY

Without prejudice to any other rights the Company may have against the Purchaser, and to the extent permitted by law, the Purchaser shall indemnify the Company for, and save it harmless from, any loss, damage or expense (including, without limitation, costs, whether or not the subject of a court order) incurred by it should the Purchaser breach any of these Terms of Sale or cancel any order or part thereof for the Goods after acceptance by the Company.

5. DELIVERY

5.1 Unless agreed in writing the Company offers all items "Free On Transport" ("FOT") at our store, Brisbane. The Company will arrange for delivery of the Goods ("Delivery") at additional cost to the Purchaser's nominated delivery point only if agreed in prior negotiation and specified in writing. This would be nominated as "Delivered to Door" ("DTD") in the respective quotation or Sales Order Agreement.

5.2 The Company is entitled to charge a fee for Delivery if it is not specifically nominated as an inclusion in the price quoted in an official company quotation.

5.3 The Company is deemed to have delivered the Goods when they are loaded on to the Purchaser's nominated transport vehicle FOT or in the case of DTD made available for unloading at the Purchaser's nominated delivery point.

5.4 The Purchaser is responsible for unloading the Goods from the Company's delivery vehicle.

5.5 If the Goods are to be collected by the Purchaser from the Company's store Delivery occurs when the Goods are loaded on the Purchaser's vehicle.

5.6 The Company is not liable for any claims for non-fulfilment or late Delivery of Goods or for any loss or damage (including consequential loss or damage) suffered by the Purchaser arising from delay in delivery or failure to deliver due to circumstances beyond the Company's reasonable control and the Purchaser shall accept and pay for the goods notwithstanding late delivery.

5.7 The Purchaser shall in its purchase order advise the Company of the nominated delivery point and if applicable the required delivery time.

5.8 Unless otherwise agreed by the Purchaser and the Company, the Company shall be entitled to deliver the Goods in one or more lots. Where delivery of the Goods is effected by way of part delivery the Company shall be entitled to invoice the Purchaser for pro-rata progress payments in respect thereof.

5.9 Notwithstanding the Purchaser's inability to accept delivery of the goods, the Company shall be deemed to have delivered the Goods in accordance with these Terms of Sale and the goods shall be at the Purchaser's risk from the time when the goods have been loaded onto the Purchaser's collecting vehicle or delivered to the Purchaser's nominated delivery point (as the case requires).

6. ADDITIONAL CHARGES

The Company reserves the right to charge the Purchaser for any costs, charges or expenses whatsoever that the Company may incur as a result of -

(a) vehicle or wagon detention of the goods (to the extent the same is not caused or contributed to by the Company);

(b) demurrage on ships as a consequence of any act or omission of the Purchaser;

(c) any special requirements or stipulations of the Purchaser accepted by the Company but not provided for in the Terms of Sale;

(d) Levy of or any increase in duties, taxes (see GST below), freight, insurance or other charges or expenses from the date of acceptance of the Purchaser's order by the Company to the date of Delivery.

(e) as a result of any movement in the applicable currency exchange rate that occurs between the time the machine or goods is ordered and the final payment is due unless the exchange rate has been fixed and agreed as part of the Sales Order Agreement.

GST

6.1 For the purpose of this clause 13 and except where the contrary intention appears, expressions used in this clause have the meanings given to them in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

6.1.1 Notwithstanding any other provision in the Contract, the Purchaser shall not be obliged to pay the GST on a taxable supply to it, until the Purchaser has been given a valid tax invoice for the supply.

6.3 COMMISSIONING & SETUP OF NEW MACHINERY

Commissioning of new machines & training of operators by the Company's trained service engineer is available for all machines subject to agreement between the Purchaser and the company as to cost.

Excluded from this service:

Electrical connections

Compressed Air services up to the single main connection of the equipment being commissioned.

Exhaust air ducting and fans supply and/or installation

Waste services supply and/or installation

Materials required to test run the machinery and conduct training.

Parts/consumables other than those supplied with the machine as original equipment.

Travel time (if applicable); travel expenses and living costs are charged to the customer.

6.4 COMMISSIONING AND SETUP OF USED MACHINERY

Unless specifically negotiated and offered in writing by the Company no commissioning and/or setup service is offered in the sale of second hand machinery.

The commissioning/setup service is available at additional cost and then only at the Company's express offer and discretion.

7. STORAGE

If the Company notifies the Purchaser that the Goods are ready for Delivery and the Purchaser requests the Company to hold the Goods on its behalf, such Goods will be held by the Company at the Purchaser's risk, and the Company shall be entitled to charge storage fees in respect of the Goods so stored.

8. CLAIMS

8.1 The Purchaser shall inspect the Goods immediately upon Delivery and, if the Goods are damaged or not otherwise in conformity with the contract relating to their supply shall give written notice to the Company of the details in respect thereof within seven (days) of the date of Delivery.

8.2 Any Goods the subject of a notice under clause 8.1 shall be left in the state and condition in which they were delivered until such time as the Company or its duly authorised agent has inspected the Goods, such inspection to be carried out within a reasonable time after notification by the Purchaser. If the Goods are not so left in the state and condition in which they were delivered, the Purchaser shall be deemed to have accepted the Goods and shall pay the purchase price for the Goods to the Company.

8.3 Acceptance of the Goods shall be deemed for all purposes to have taken place when Delivery has occurred.

8.4 No Goods will be accepted for return by the Company unless agreed in writing by the Company prior to such return and then only upon conditions acceptable to the Company and at the Purchaser's entire risk as to loss or damage. Where the Company agrees to accept Goods for return, the Company's then current restocking charge, as varied from time to time, will be charged to the Purchaser and shall be immediately payable.

8.5 Cost of freight for return of goods by the Purchaser to the Company shall be borne by the Purchaser.

9. PASSING OF RISK AND RETENTION OF TITLE

9.1 Whilst the risk in the goods passes on delivery, legal and equitable title remains with the Company until payment in full for all debts accrued or owed in respect of the goods to the Company is made.

9.2 The Purchaser may sell or deal in the ordinary course of business with the goods and with the interest of the Company in the goods and may for the purpose of such sale or dealing part with possession thereof but the proceeds of any sale or dealing will be held by the Purchaser on trust for the Company. The Purchaser hereby agrees to accept this appointment as bailee and fiduciary.

9.3 Notwithstanding the above, the Company reserves the following rights in relation to the goods until all amounts owed by the Purchaser to the Company are fully paid:

- (a) legal and equitable ownership of the Goods;
- (b) to enter the Purchaser's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
- (c) to keep or resell any of the goods repossessed pursuant to (b) above.

9.4 The Purchaser must, so long as the Company is entitled to the property in the goods, store the goods so that they are clearly identifiable as the property of the Company.

9.5 In the event that the goods are resold, or goods manufactured using the goods sold, by the Purchaser, the Purchaser holds on trust such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the Company and must pay such amount to the Company upon request. Notwithstanding the provisions above the Company is entitled to maintain an action against the Purchaser for the purchase price of the goods.

9.6 Where the Purchaser processes the goods or incorporates them in or with any other product before property has passed to the Purchaser, the new product shall be separately stored or marked in a manner which makes such new product readily identifiable as the goods of the Company.

If payment for the goods is not made by the Purchaser by the due date specified by the Company to the Purchaser then the Purchaser shall return the goods to the Company on demand. If the Purchaser does not return the goods to the Company within 48 hours of receipt of the demand, the Company shall be entitled to enter upon the Purchaser's premises at any time to do all things necessary within the law to recover the goods. The Purchaser shall be liable for all costs associated with the exercise by the Company of its rights under this clause, which shall be repayable on demand.

10. DEFAULT

Should the Purchaser fail to make due payment for any goods supplied by the Company or commit a breach of any term of the sale, or being a natural person commit an act of bankruptcy, or being a corporation by act or omission enables the appointment of an administrator, scheme manager, trustee, official manager, receiver, receiver and manager, liquidator or any other person authorised to enter into possession or assume control of any property of the Purchaser pursuant to a mortgage or other security, the Company may, without prejudice to any other rights it may have, do any or all of the following

- (a) Withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all moneys owing or accrued;
- (b) Withhold any further deliveries of goods or performance of services required under any accepted purchase order(s);
- (c) In respect of Goods already delivered, enter into the Purchaser's premises to recover its property and resell same for its own benefit;
- (d) Suspend and/or terminate performance of any other contracts which the Company has with the Purchaser.

11. WARRANTIES AND REPRESENTATIONS

11.1 The Contract, comprising the page headed "Sales Order Agreement", the schedule hereto, and these Terms and Conditions of Sale, contains the entire agreement between the parties on the subject matter of the Contract and:

- (a) there are no other oral or written representations, stipulations, warranties, agreements or understandings relating to or connected with the subject matter of the Contract; and
- (b) to the extent permitted by law all implied conditions, warranties and undertakings are expressly excluded.

11.2 The Purchaser:

- (a) agrees that it does not rely on the skill or judgment of the Company in relation to the suitability of the Goods for any particular purpose unless it has indicated that purpose in writing to the Company and the Company has acknowledged in writing that the Goods will be fit for that purpose; and
- (b) acknowledges that it has chosen the Goods relying on its own skill, expertise and experience.

11.3 Should the Company be liable for breach of a condition or warranty implied by the Competition and Consumer Act 2010 and subsequent amendments then its liability for breach of any such condition or warranty shall be limited, at its option, to:

- (a) in the case of Goods, any one or more of the following:
 - (i) the replacement of the Goods or the supply of equivalent Goods;
 - (ii) the repair of the Goods either by the Company or others at the sole discretion of the Company only on issue of a purchase order by the Company;
 - (iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the Goods repaired, provided that any such Goods are returned to the Company by the Purchaser at the Purchaser's expense.
- (b) in the case of services, any one or more of the following:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

11.4 Subject to clause 11.5, the Company warrants to the Purchaser that if, after acceptance of the Goods, any part of the Goods proves to be defective in workmanship or material:

- (a) within 12 months from the date of commissioning of the Goods; but
- (b) not later than 13 months from the date of delivery of the Goods,

the Company will replace or repair the Goods provided that the Purchaser returns the Goods, at the Purchaser's cost, to the Company or to repair on site only with written agreement from the Company.

11.5 The warranty contained in clause 11.4:

- (a) applies only where the Goods have been used on a single 8-hour shift basis;
- (b) applies only to parts of the Goods supplied by the Company, including electricals;
- (c) excludes all wear and tear parts of the Goods including without limitation lubricants, hydraulic fluid, light fittings/bulbs, belts, cables, fuses, and filters;

(d) excludes damage caused by misuse, neglect, accident, vandalism, damage in transit or normal wear and tear;

(e) is void if the Goods:

(i) are operated and/or maintained other than in conformity with the manufacturer's specifications, manufacturer's operational/maintenance/service manual(s) or instructions from Company representatives during commissioning/training or other written advice from Company representatives;

(ii) are altered or modified in any form without the written direction or approval of the Company; or

(iii) are used or maintained by unauthorised or insufficiently trained personnel.

12. FITNESS FOR PURPOSE

The Purchaser agrees that it does not rely on the skill or judgement of the Company in relation to the suitability of any of the goods for a particular purpose unless it has indicated that purpose in writing to the Company and the Company has acknowledged in writing that the goods will be fit for the particular purpose.

13. OWNERSHIP AND CONFIDENTIALITY

13.1 The Purchaser acknowledges that all Proprietary Information in respect of the goods and all right title and interest therein are the sole property of the Company and the Purchaser shall gain no right title or interest in the Proprietary Information whatsoever. The Purchaser specifically acknowledges the Company's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based thereon which is developed, supplied, installed or paid for by or on behalf of the Purchaser or any customer of the Purchaser.

13.2 The Purchaser acknowledges that the Proprietary Information is confidential and contains trade secrets and that its disclosure will cause the Company to suffer financial loss. The purchaser acknowledges it is liable to and can be subject to legal action at any time as a result of unauthorised disclosure of confidential company information enclosed in correspondence between the company and the Purchaser.

13.3 The Purchaser shall implement all measures necessary to safeguard the Company's ownership and confidentiality of the Proprietary Information including without limitation:

(i) allowing its employees, agents, and customers access to the Proprietary Information only to the extent necessary to ensure performance of the goods and to require, as a condition to such access that such persons comply with the provisions of this part of these Terms of Sale;

(ii) to co-operate with the Company in the enforcement of such compliance by the Purchasers employees, agents and customers;

(iii) not to remove any nor permit the removal of any or alteration of any copyright or confidentiality labels placed on the Goods by the Company;

(iv) not to disassemble, decompile or reverse engineer any part of the goods whether software or hardware;

(v) not to reproduce any part of the goods whether software or hardware.

The Purchaser indemnifies, and agrees to keep indemnified the Company against any loss, costs, expenses, damages, and harm suffered or incurred by the Company in connection with or arising out of or as a result of the breach by the Purchaser of any of the provisions of this clause.

Definition: Proprietary Information

For the purposes of this clause; "Proprietary Information" means any and all information relating to the goods or services or the installation thereof including designs, drawings, instruction booklets, specifications, circuit drawings, componentry, trade marks and patents and any and all technical or commercial information, intellectual property and copyright in such proprietary information.

14. SALES AND GOODS AND SERVICES TAX

Should any sales tax, Goods & Services Tax as levied under the A New Tax System (Goods & Services Tax) Act 1999 (as amended) and any other tax, fee, levy or duty imposed by any competent authority be payable on any of the goods

supplied by the Company, such tax, fee, levy or duty will be to the Purchaser's account and shall be calculated using the rates and methods of assessment in force at the time of Delivery. The Purchaser is liable for any other applicable tax, including, without limitation withholding tax.

The parties agree that the GST inclusive consideration payable under this agreement will be the total of:

(a) the component of the consideration payable under this agreement which is stated as exclusive of GST; plus

(b) if any supply made under of n connection with this agreement is a taxable supply then:

(i) the recipient of that supply shall pay the GST in respect of that supply to the supplier, where the GST is calculated in accordance with the GST Act and on the basis that the consideration payable under this agreement which is stated as exclusive of GST is the value of the taxable supply; and

(ii) in exchanged for payment of the amount pursuant to clause 14(b) the supplier will provide the recipient with a tax invoice

15. DISPUTES

15.1 Any disputes between the parties arising from the performance of the provisions of these Terms of Sale must be settled through friendly consultation by the parties. All disputes arising in respect of these Terms of Sale which are not resolved within thirty (30) days of first arising will be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be the State from which the goods are sold by the Company ("the State"). The procedural law applicable to the arbitration will be that of the State. The decision of the arbitration is final and binding upon both parties.

15.2 During the period in which the dispute is being resolved, the parties must continue to perform all of the provisions of these Terms of Sale which are not under dispute and which are able to be performed by the parties.

16. FORCE MAJEURE

The Company shall not be liable for any claims for non-fulfilment or late Delivery should actual delivery of the goods or any parts be delayed in consequence of unforeseen events such as : strikes, unforeseen breakdown of machinery, suspension of electricity or other relevant power supply, riots, war, robbery, civil commotion, adverse non foreseeable weather conditions, disaster caused by fire and/or water, action of government or port authority, delay of vessel, railroad embargoes, inability to obtain transportation facilities, failure of an original equipment manufacturer to supply the Goods by the due date or any part thereof in a timely fashion or at all.

17. MACHINERY BREAKDOWNS

The Company shall not be liable for any claims for machinery breakdowns or for any loss or damage (including consequential loss or damage) suffered by the Purchaser arising due to circumstances beyond the Company's reasonable control.

18. ENTIRE AGREEMENT

These Terms of Sale contain the entire agreement between the parties hereto on the subject matter of this agreement, and there are no other oral or written representations, stipulations, warranties, agreements, or understandings relating to the subject matter of this agreement. Any variation or modification of these Terms of Sale must be in writing.

19. The Company reserves the right to review and amend its terms of sale from time to time. Written notification forwarded to the Purchaser by ordinary mail or electronic mail shall be deemed sufficient notification to bind the Purchaser to any revised or amended terms of sale for all orders placed by the Purchaser either directly in writing, in person or by electronic commerce and accepted by the Company after receipt of such notification.

20. ACCEPTANCE

You acknowledge that you:

- (a) have read and understood the contents of the Terms & Conditions of Sale; and
- (b) have had reasonable opportunity to consider the Terms & Conditions of Sale and seek prior legal advice prior to accepting the terms of this agreement.

You may accept this agreement by:

- (a) signing and returning a copy of this document to our office; or
- (b) making any payment or performing any of your obligations under Terms & Conditions of Sale or Sales Order Agreement; or
- (c) contacting us and advising of your acceptance.

NOTHING IN THESE CONDITIONS SHALL BE READ OR APPLIED SO AS TO EXCLUDE, RESTRICT OR MODIFY OR HAVE THE EFFECT OF EXCLUDING, RESTRICTING OR MODIFYING ANY CONDITION, WARRANTY, GUARANTEE, RIGHT OR REMEDY IMPLIED BY LAW (INCLUDING THE Competition and Consumer Act 2010 (the Act), *including subsequent amendments*, AND WHICH BY LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED.

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