

## CONDITIONS OF SALE OF GOODS

1. **PRICING** – The prices specified in the quotation are firm provided Dynamic Engineering Australia receives the buyers purchase order within thirty days of the quotation date. If the buyer specifies a delivery date more than ninety days after the date of the buyers purchase order. Dynamic Engineering Australia's price in effect at the time of delivery will apply.
2. **PAYMENTS** – If the buyer fails to make payments in accordance with the terms of agreement for sale, Dynamic Engineering Australia in addition to its other rights and remedies, but not in limitation thereof, may at its option defer shipment or deliveries hereunder, or under another contract with the buyer, except upon receipt of satisfactory security or cash from the buyer before shipment.
3. **TAXES** - Sales taxes and Goods and services taxes where applicable are to the buyers account. Any other imposts applicable to the sale shall also be to the buyer's account.
4. **ALLOCATION OF RISK AND PASSING OF PROPERTY** – Title to the risk in the goods shall pass to the buyer upon delivery of the same by Dynamic Engineering Australia to the carrier at Dynamic Engineering Australia's facility or manufacturing contractors' factory premises. Any arrangement made by Dynamic Engineering Australia in respect to freight, carriage or insurance of the goods is made as a service to the buyer at his cost without Dynamic Engineering Australia assuming any liability or responsibility therefore. Any such arrangement will not make Dynamic Engineering Australia responsible for the goods or for any loss, damage or delay occurring after delivery to the carrier. The buyer will be responsible for co-ordination of crane lift if required on arrival of carrier at destination.
5. **DELIVERIES DATES AND DELAYS** - The buyer acknowledges that (unless otherwise stated in submittal letter) or e-mail) all delivery dates are estimates only based on the upon current production schedules and that whilst Dynamic Engineering Australia will use its best endeavours to make the goods available as promptly and practicable, Dynamic Engineering Australia shall not be responsible for any loss or damage resulting from delay or failure in the performance of its obligations to the extent the same arise out of any contingency not reasonable with-in the control of Dynamic Engineering Australia. Dynamic Engineering Australia reserves the right to make part delivery of any order and each part delivery shall constitute a separate contract for the sale of goods (upon the conditions herein contained). Where Dynamic Engineering Australia makes part delivery, Dynamic Engineering Australia may invoice the buyer for the goods delivered upon each separate delivery.
6. **LIMITATIONS OF WARRANTIES** –
  - a. Dynamic Engineering Australia warrants for a period of twelve (12) months from the date of delivery that all goods are free from defects in material and workmanship under normal use and service, PROVIDED, this warranty shall not apply to goods subjected to abuse or neglect, nor to defects resulting from improper installation, care or operation, nor to deterioration resulting from normal wear and tear, nor to damage caused by modifications or repairs to the goods carried out by third parties without consent of Dynamic Engineering Australia, nor to defects in goods which payment in full has not been received by Dynamic Engineering Australia, nor for damage or wear caused by abrasive or corrosive materials used in the goods, nor to damage by fire, flood, erosion or deterioration over time due to exposure to foreign matter, chemicals or other similar cause.
  - b. Dynamic Engineering Australia's liability under this warrantee is limited to replacing, repairing or issuing a credit (at Cost Dynamic Engineering Australia factory and at Dynamic Engineering Australia discretion) for any parts which are returned by the buyer during such a period that, a) Dynamic Engineering Australia is notified with-in seven (7) days following the discovery of such defects by buyer or within seven (7) days after such defects should reasonably have been discovered, whichever is less. b) the defective unit is returned to the seller, (Transportation paid for by buyer) c) Payment has been received in full for the products, and d) Seller's examination of such unit shall disclose to its satisfaction that such defects have not been caused by misuse, neglect, improper installation, repair, unauthorized modification, buyers design alteration, act of god, or accident.
  - c. Any replacement parts supplied shall be covered by warranty for the unexpired portion of the warranty period of the original goods or for a period of ninety (90) days from date of supply whichever expires last. Unless service under warranty is specified included in the quotation the cost of labour for fitting replacement parts will be at the expense of the buyer. Nothing in this paragraph will exclude, restrict or modify any condition, warranty or liability implied by law where to do so would render this paragraph void.
  - d. If the agreement of sale requires Dynamic Engineering Australia to supply services after delivery of goods. Dynamic Engineering Australia's liability shall be limited to the re-supply of the services or payment of the cost of the re-supply of the services.
  - e. Except as otherwise provided herein, and to the extent that it is lawful to exclude the same, all conditions and warranties in favour of the buyer otherwise implied by law are hereby excluded and Dynamic Engineering Australia shall not be liable whether in contract or otherwise for any loss or damage (including consequential loss of any nature whatsoever) arising out of or incidental to the subject matter of this agreement.
7. **FOUNDATION AUXILLARY EQUIPMENT AND LICENCES** – The buyer acknowledges that Dynamic Engineering Australia sells and the buyer purchases the equipment on an ex-factory basis and that the suitability of foundations and site, availability of auxiliary equipment and service facilities, installation of the equipment, unloading and assembly on site and obtaining of licenses and permits relating thereto are all the sole responsibility of the buyer.
8. **ACKNOWLEDGEMENTS** – The buyer acknowledges that he has carefully considered the bulletins, the quotation and the technical description forms and other material provided by Dynamic Engineering Australia and that is the Buyer's responsibility to satisfy itself that the equipment can also attain the performance required by the buyer. The buyer further acknowledges that it is the buyer's sole responsibility to comply with all relevant legislation, ordinances, regulations, codes, operation or maintenance of the equipment (including any such provisions pertaining to distances between system intake and outlet).
9. **PRODUCT CHANGES** – Any description of the products furnished to the buyer is for the sole purpose of identifying them and does not constitute a warrantee. In the interest of product improvement, Dynamic Engineering Australia reserves the right to change specifications and/or product design without incurring any obligation. No warranty of merchant ability or fitness for any particular purpose shall attach to motors or accessories in a much as they are warranted separately by their respective manufacturers.
10. **AGREEMENTS FOR SALES** - All goods are subject to review and acceptance by Dynamic Engineering Australia, including all terms and conditions related thereto. Any of the terms and conditions of the buyers purchase order or amendments or additions hereto which are inconsistent with the terms and conditions herein shall not be binding on Dynamic Engineering Australia and shall not be considered applicable to the sale and delivery of the products. No waiver, alteration or modification of the provision hereof shall be binding on Dynamic Engineering Australia unless made in writing and agreed by a duly authorized official of Dynamic Engineering Australia. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur. Orders accepted by Dynamic Engineering Australia are subject to cancellation only with the written consent of Dynamic Engineering Australia and after payment by the buyer of reasonable cost and expenses for the effort expended thereon.

Signed for and behalf of the Buyer \_\_\_\_\_ by \_\_\_\_\_ who is duly

authorized in that regard. Dated: \_\_\_\_\_