

# BALE DEFENCE ENGINEERING SYSTEMS PTY LTD T/A BALE DEFENCE

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## GENERAL TERMS & CONDITIONS FOR SUPPLY OF GOODS/SERVICES BY BALE DEFENCE

### 1. GENERAL

- (a) These Terms and Conditions form an integral and fundamental part of the quotation submitted by Bale Defence Engineering Systems Pty Ltd (hereinafter referred to as Bale Defence) and shall be embodied in and form part of the Agreement between Bale Defence and the Purchaser of the Goods and/or Services.
- (b) Goods and/or Services means the products and/or services as quoted by Bale Defence.
- (c) These terms shall be governed by and construed in accordance with the laws of New South Wales.
- (d) These terms (including any quotation) may not be varied except in writing and signed by a duly authorised manager of Bale Defence.

### 2. REPRESENTATIONS

- (a) A quotation provided by Bale Defence may be withdrawn at any time. Unless withdrawn, each Bale Defence quotation is open for acceptance within the period stated on the quotation or, when no period is stated, within thirty (30) days after the date of the quotation.
- (b) The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the terms and conditions of the sale of Goods.
- (c) No Goods or Services will be supplied by Bale Defence without a duly authorised Purchase Order being received from the Customer and accepted by Bale Defence.
- (d) The description of all Goods and/or Services contained in the purchase order must be as per the corresponding Bale Defence quotation. Any variations must be approved by Bale Defence and, if applicable, price adjustments quoted, prior to acceptance of the customer purchase order by Bale Defence.

### 3. PRICE AND PAYMENT

- (a) Unless otherwise stated, all prices quoted by Bale Defence are nett, exclusive of GST.
- (b) Payment for Goods and/or Services supplied shall be C.O.D. unless credit terms have been approved in advance.
- (c) Bale Defence reserves the right to cancel credit terms and demand payment in full within 7 days where an account is in arrears by more than 60 days.
- (d) Payment in full will not be regarded as having been received until payment funds have been cleared at the bank.

### 4. DELIVERY

Prices quoted will be Ex-Works unless specified otherwise.

### 5. STORAGE

Bale Defence reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Purchaser within fourteen (14) days of request by Bale Defence for such information.

### 6. RETURN OF GOODS

- (a) Bale Defence shall not be under any obligation to accept Goods returned by the Purchaser, unless it is proven to be incorrectly supplied, and will do so only on terms to be agreed in writing in each individual case. Defects will be dealt with in accordance with Clause 9(g).
- (b) Bale Defence has the right to charge a re-stocking fee of not more than 20% of the quote price of the goods returned, except for incorrect supply.

### 7. CANCELLATION

No order may be cancelled except with Bale Defence's consent in writing and on terms which will indemnify Bale Defence against losses.

### 8. PROPRIETARY INFORMATION

The contents of any document issued by Bale Defence is proprietary information and shall not be shared publicly or distributed to any other than those intended for the information and purpose of buying the service and/or equipment. Any offers are given in trust that the service and/or equipment can be legally sold to the final destination and user or region. Should national or international authorities restrict or prohibit deliveries to the actual user or region, that shall be considered as force majeure and the receiver shall not hold Bale Defence liable.

### 9. LIABILITY

- (a) Any performance figures given by Bale Defence are estimates only and Bale Defence shall be under no liability for damages for failure to attain such figures unless specifically guaranteed in writing and signed by a duly authorised officer and any such written guarantee shall be subject to the recognised tolerances as applicable to such figures.
- (b) Bale Defence shall be liable to the Purchaser for any loss, damage, injury or loss of life arising out of, or incidental to, the provision of the Goods and/or Services provided by Bale Defence only to the extent that any such loss was caused by or contributed to by a willful, unlawful or negligent act or omission by Bale Defence or its agents.
- (c) Bale Defence shall not be under any liability to the Purchaser if it is unable to provide the Goods either at all or in part to the Purchaser by reason of fire, accident, theft, loss, flood, storm, tempest, earthquake, strike, industrial dispute, war, hostilities, riot, Act of God or any Government act or regulation (whether Commonwealth, State, or Local) or any cause beyond the control of Bale Defence.
- (d) Bale Defence is not responsible for any loss or damage to goods in transit, except to the extent that Bale Defence's transit insurance or the carrier's insurance applies. Bale Defence shall render the Purchaser such assistance as may be necessary to press claims on carriers provided the Purchaser shall have notified Bale Defence in writing immediately loss or damage is discovered and within a reasonable timeframe.
- (e) The Purchaser waives any claim for shortage of any Goods delivered if a claim in respect thereof has not been lodged with Bale Defence within seven (7) days from the date of receipt of the Goods by the Purchaser.
- (f) The delivery times made known to the Purchaser are estimated only. Bale Defence will be under no liability for late delivery or non-delivery and under no circumstances shall Bale Defence be liable for any loss, damage or delay occasioned to the Purchaser or its customers arising from late or non-delivery or late installation of the Goods.
- (g) Bale Defence's liability for Goods manufactured by it is limited to making good any defects by repairing the same or at Bale Defence's option by replacement within a period not exceeding twelve (12) calendar months after the Goods have been dispatched provided that:
  - (i) defects have arisen solely from faulty materials or workmanship;
  - (ii) the Goods have not received maltreatment, inattention or interference;
  - (iii) accessories of any kind used by the Purchaser are manufactured or approved by Bale Defence;
  - (iv) the seals of any kind on the Goods remain unbroken; and
  - (v) the defective parts are promptly returned free of cost to Bale Defence.
- (h) Where the goods are not manufactured by Bale Defence, the guarantee of the manufacturer thereof shall be accepted by the Purchaser and is the only guarantee given to the Purchaser in respect of the Goods
- (i) Bale Defence shall not be liable for, and the Purchaser releases Bale Defence from, any claims in respect of faulty or defective design of any goods unless such design has been wholly prepared by Bale Defence and the responsibility for any claim has been specifically accepted by Bale Defence in writing. In any event, Bale Defence's liability hereunder shall be strictly limited to the replacement of defective parts in accordance with sub paragraph (g) of this clause.
- (j) Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded.
- (k) These terms and conditions shall be read subject to any implied terms and conditions or warranties imposed by the Australian Consumer Law under the Competition and Consumer Act 2010 and any other Commonwealth or State Legislation as may be applicable and which prevents, either expressly or impliedly, the exclusion or modification of any such terms, conditions or warranties.