

## Washers & Stamped Components Australia Pty Ltd Terms and Conditions of Supply

### 1. ACCEPTANCE OF ORDERS

Any quotation given by WASCA lapses if not accepted within 7 days. WASCA will only accept orders which are accompanied by payment of the required deposit (if any). All quoted prices are exclusive of GST.

### 2. TERMS OF PAYMENT

Terms of payment where WASCA has accepted the Customer's credit application, are unless agreed otherwise by WASCA, 30 days from the end of the month of invoice. If payment is not made within the above terms WASCA is entitled to calculate and charge daily interest at a rate not greater than the maximum interest rate charged by ANZ on its credit card accounts from time to time, and WASCA reserves the right to recover from Customer all costs, expenses and charges incurred by WASCA in undertaking any debt recovery action, including legal fees on a full indemnity basis.

### 3. MINIMUM INVOICE / ORDER VALUE

Due to the administrative cost of each order, we are unable to process orders below \$50.00 invoice value.

### 4. DEFAULT

If Customer defaults in payment, fails to accept delivery of goods, or an application is made to a court to wind up Customer, or a receiver or administrator or trustee-in-bankruptcy is appointed to manage the affairs of Customer, then WASCA may terminate the contract and may recover from Customer reasonable compensation for materials purchased and ordered and labour expended in complying with Customer's orders.

### 5. DELIVERY AND RISK

While WASCA will use all reasonable endeavours to deliver by the date specified, it does not guarantee delivery on that date and is not liable for any Loss resulting from late delivery. Risk in the goods passes to Customer at the time of delivery. Delivery to Customer is deemed to occur at the time of delivery to Customer, its agent or carrier.

### 6. PASSING OF PROPERTY

Customer agrees that property in the goods is retained by WASCA until payment by Customer of all sums owing to WASCA, whether under this contract or otherwise. If Customer fails to pay by the due date any amount owing to WASCA, WASCA may (without prejudice to any of its other rights) recover and resell any goods in which property has not passed to Customer, and Customer hereby authorises WASCA to enter onto the premises where the goods are kept to take possession of the goods for that purpose at any time. If Customer sells or purports to sell any goods supplied by WASCA in which property has not passed to Customer, then Customer does so as a fiduciary for WASCA. The proceeds of such sale are the property of WASCA to the extent of any money owed to it by Customer. Customer must account to WASCA for that portion of the proceeds of sale, and WASCA may trace the proceeds of any such sale. Customer consents to registration by WASCA of a financing statement under the Personal Property Securities Act 2009 (Cth) ("the PPSA") to perfect the purchase money security interest created by this clause. Customer also agrees to the contracting out by WASCA of each of the obligations which it is permitted to contract out of by Section 115 of the PPSA.

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### 7. CANCELLATIONS AND RETURNS

Any request by Customer for cancellation of an order must be in writing. Customer is liable to reimburse WASCA for the costs it has incurred for labour and materials in fulfilling the order up to the date the request for cancellation is received by WASCA. WASCA will accept returns of standard goods provided the goods are: (i) unused; (ii) in their original packaging, and (iii) returned within 14 days of delivery; WASCA reserves the right to charge a 15% re-stocking fee for the return of goods which are not faulty. WASCA will not accept the return of goods manufactured to Customer's order, unless the goods are faulty.

### 8. FORCE MAJEURE

Neither party is liable for any Loss incurred by the other party as a result of any delay or failure to observe any of these Terms and Conditions (other than an obligation to pay money) as a result of any circumstance beyond the party's control, including but not limited to any strike, lockout, labour dispute, act of God, fire, flood, accidental or malicious damage or breakdown in machinery. The party affected must notify the other party as soon as possible of such circumstance. During the continuance of such circumstance the obligations of the party affected, to the extent they are affected by the circumstance, are suspended and resume as soon as possible after the circumstance has ceased to have effect.

### 9. WASCA'S LIABILITY

- a) Nothing in this document is to be interpreted as having the effect of excluding, restricting or modifying any condition or warranty, or right or liability implied by any applicable legislation into the arrangement between WASCA and Customer, if such exclusion, restriction or modification would be void or prohibited by the legislation.
- b) To the extent that WASCA breaches any condition or warranty implied into the arrangement between WASCA and Customer and which cannot be excluded or modified, WASCA's liability is limited to, at WASCA's discretion, either: (i) replacement of the goods or supply of equivalent goods; (ii) payment of the cost of replacing the goods or acquiring equivalent goods; (iii) repair of the goods; or (iv) payment of the cost of having the goods repaired; and in the case of services, to: (i) supply of the services again; or (ii) payment of the cost of having the services supplied again.
- c) Subject to (a) and (b) above, WASCA is not liable to Customer (or to any third party claiming through Customer) for any Loss caused by any act or omission of WASCA, its employees or agent, and whether based on negligence or other tort, contract or otherwise.

### 10. JURISDICTION

This agreement is governed by the laws of the State of Victoria, and the parties submit to the jurisdiction of the courts of that State, and the Commonwealth of Australia.

### 11. MISCELLANEOUS

- a) The waiver of any provision or breach of these Terms and Conditions is not to be construed as a waiver of any other provision or breach, or subsequent breach of the same or any other provision of the contract.
- b) Unless agreed otherwise by WASCA and the Customer, WASCA reserves the right to deliver goods with a tolerance of up to +/- 10% of the quantity ordered by Customer.

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- c) The property in any tooling and diagrams used to manufacture the goods remains always the property of WASCA.
- d) Customer indemnifies WASCA against any Loss suffered by WASCA arising out of or in connection with the supply of goods where Customer fails to communicate to WASCA the purpose for which it requires the goods, where such purpose is not otherwise obvious to WASCA from the information provided to WASCA.
- e) If any provision of these Terms & Conditions is unenforceable or void either in whole or in part for any reason then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of the remainder of this document.
- f) The terms and conditions of any purchase order issued by the Customer do not operate to modify or amend these Terms and Conditions
- g) The following words have the following meanings in these Terms & Conditions, unless the context requires otherwise:-

**“Customer”** means the person (including its successors, personal representatives and permitted assigns) who acquires goods from WASCA, and where this consists of more than one person the obligations in these Terms & Conditions are deemed to be joint and several;

**“Goods”** means all goods and/or services supplied under these Terms & Conditions;

**“Loss”** means any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property; and

**“WASCA”** means Washers & Stamped Components Australia Pty Ltd, ABN 48 004 614 966.

### 12. PRICE VARIATION

The price quoted by WASCA is subject to variation at any time prior to the date of delivery upon written notice to Customer.

### 13. NON-ACCEPTANCE

If Customer is unable or unwilling to accept delivery on or before the nominated delivery date, or if no delivery date is nominated and Customer is unable to accept delivery when WASCA gives notice that the goods are available for delivery, then WASCA will hold the goods in stock for 45 days after which time it may, at its discretion: (i) continue to hold the goods and charge Customer for storage; (ii) invoice Customer and deliver the goods in accordance with prior arrangements, notwithstanding that Customer’s representative or agent is not present or is unwilling to accept the goods; or (iii) treat the contract as having been repudiated by Customer and invoice Customer for the full contract price for the goods and any other costs incurred by WASCA less any amounts received by WASCA from a bona fide sale of the goods to a third party.