



## JOHN HEINE & SON PTY LTD

ABN 33 000 005 907

### GENERAL CONDITIONS OF SALE

#### PROPOSAL, NOT OFFER

1. The prices quoted and other particulars contained herein are not an offer, but constitute an invitation to place an order, which is subject to our written acceptance at the time the order is placed with us.

#### PRICES

2. Quotations are based on the cost to us as at the date of quotation of the following items namely materials, wages, the content of industrial awards and other prevailing labour conditions, exchange rates, other overheads and transport. Quoted prices are only firm for a period of 30 days after date of quotation and provided they are not revoked by us in writing during that period. If before acceptance by us of the order and/or during manufacture and prior to completion of the work rises occur in the cost of any such items, the quoted price to be paid may be increased by us to allow for such rises. Our calculations of such increase in price shall be conclusive, and the price to be paid will be that so calculated at the date of completion. All stock items of new and used machinery, and specials are subject to prior sale.

#### DELIVERY

3. Time for delivery is an estimate only and based upon commitments at the time of quotation. Every effort will be made to maintain this estimate, but it is not guaranteed and is subject to extensions to cover any delay due to causes and conditions beyond our control. This said delivery date is to be calculated from the date of receipt of firm order and if applicable finalisation of all technical matters and financial arrangements.

#### SHIPMENT

4. Unless otherwise specified, prices exclude packing and delivery. Any packing required is payable by the customer as an extra at cost. Where a delivery is arranged, our insurance liability ceases prior to the goods being loaded onto a truck at our premises.

#### WARRANTY

5. We guarantee non wearing products to be free from defects, in materials and workmanship for 12 months of single shift operation from the date of delivery. Parts deemed by us to be defective will be repaired or replaced free of charge at our works, or our agent's premises, provided the machines are used and maintained to our working instructions.. We will in no circumstances be liable for any consequential or indirect loss or damage of a customer howsoever arising. To the extent permissible by law, all warranties whether statutory or otherwise, other than expressly included herein, are hereby excluded. Labour performed on service work is warranted for a period of 3 months. Our liability for equipment not manufactured by us does not exceed the warranty accorded to us by our supplier. Used machines are sold without warranty unless otherwise stipulated.

#### CANCELLATION

6. After acceptance, an order cannot be cancelled except with our written consent. We reserve the right to cancel an order in the event of circumstances beyond our control inhibiting our ability to complete an order and in such an event our company shall not be liable for any loss or damages arising from such cancellation.

#### TAXES

7. Goods and Services Tax is not included in the quoted price and if applicable is to the customer's account in addition to the quoted price. Similarly, any cost incurred by us as a result of additional taxes or duties or changes in legislation subsequent to acceptance of order are payable by the customer in addition to the quoted price.

#### RETENTION OF TITLE

8. Property in the goods supplied to the customer by us will not pass to the customer until such time as all amounts due and owing by the customer to us on account of the goods or on any other account have been paid in full. The customer grants to us, our agents and servants, leave and licence without the necessity of giving of notice, to enter at any time on and into any premises occupied by the customer to inspect, search for and remove any of the goods in which property has not passed to the customer if any of the debt owing from the customer to us is not paid by the due date.

#### PAYMENT

9. Terms of payment are net cash on completion unless arranged otherwise

#### JURISDICTION

10. The construction validity and performance of any contract arising with a customer shall be governed by the laws in force in the State of New South Wales.

## **ADDITIONAL CONDITIONS OF SALE - CASTING AND MACHINING**

### PATTERNS

11. Patterns delivered to John Heine & Son Pty. Ltd. will be assumed to be correct and we will not be responsible for any loss arising from patterns being incorrect. For an additional charge the company is prepared to verify patterns to drawings. All care will be taken with patterns but the company cannot accept responsibility for wear and damage and they are held entirely at the customer's risk.

### TRIALS

12. Trials from new patterns will be submitted for approval before high volume production casting commences. A trial approval sheet must be signed and returned by the customer before production casting will proceed. Upon acceptance the company does not accept liability for any loss whatsoever arising from inadequacy.

### LIMITATION OF LIABILITY

13. The company will only be liable to the extent of the contract price for work undertaken by it and will not be liable for any loss of the original product delivered to it or for any consequential loss and damage in respect thereof on any other claim or matter whatsoever arising out of any quotation sale, tender or contract.

### TESTING OF METALS

14. No provision has been made in the quoted price to cover supply of NDT, physical or chemical tests. If required, these would be the subject of an additional charge.

### MACHINING ALLOWANCE

14. Quoted prices are based on a machining allowance of 10mm, and extra is to the customer's charge.

### INTELLECTUAL PROPERTY

15. The customer shall indemnify the company against all damages penalties costs and expenses resulting from infringement or claim for infringement of any other party's intellectual property rights arising from the manufacture of parts made to the customer's own drawings or patterns.

### COMMERCIAL QUALITY

16. Metal castings, by their very nature, are imperfect. The customer has to take into account in his stress analysis that there will probably be imperfections in any casting, and compensate for this in his factor of safety. If strength of a casting is crucial to the end use, then the customer has to give consideration to his specification of metal and allowable imperfections, and to the testing requirement. Otherwise, a casting would be made to normal commercial acceptance.

## **ADDITIONAL CONDITIONS OF SALE – SERVICE AND SPARE PARTS**

### PRICE

17. Service and repair work will be provided to the customer on a budget price or hourly rate basis as determined from time to time. Work undertaken outside normal working hours may be subject to loading over and above this rate.

### WARRANTY

17. We warrant that the service and repair work will be carried out in a good and workmanlike manner. The customer acknowledges that the carrying out of a service is not a full inspection of the relevant equipment and unless specifically requested or specified in the course of the service, we will only inspect the machine to the degree specified in the service report. The thoroughness of the service will depend on the technical feasibility of dismantling the machine in question and the customer's preparedness to incur the cost involved. Accordingly, our liability for carrying out service, repair and inspection work is limited to the cost paid by the customer in doing such work or the re-doing of the work again, at our option Spare parts for John Heine designed machines are guaranteed to be free from defects in materials and workmanship for 12 months of single shift operation from the date of delivery. Labour performed on service work is warranted for a period of 3 months of single shift use.

### VISUAL REPORTS

18. Visual reports as to the condition of a machine are intended as an indication only. No guarantee can be given as to the internal state of a machine without it being fully stripped and the components individually tested.

### SCOPE OF WORK

19. Service technicians are only responsible for the work requested and agreed upon, or quoted, by John Heine. They are not responsible for bringing items and faults to the customer's notice, although they may do this as a matter of courtesy if it is apparent to them. We in no way purport to warrant that a machine necessarily complies with occupational health and safety regulations and it is the customer's responsibility to ensure such compliance.

### TRAVEL

20. Prices quoted or invoiced include travel to and from the customer's premises unless otherwise specified.