

TERMS & CONDITIONS

1. GENERAL

The acceptance of our tender includes the acceptance of the following terms and conditions.

2. VALIDITY

Unless previously withdrawn, our tender is open for acceptance for the period stated, within thirty days only from the date thereof, and is subject to confirmation at the time of such acceptance.

3. ACCEPTANCE

The acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order forthwith; otherwise we are at liberty to amend the tender prices to cover any increase in costs for items and details not contemplated by our tender.

4. PACKING

Unless otherwise specified in our tender, packing in accordance with our standard practice is included.

5. LIMITS OF CONTRACT

Our tender includes only such goods, accessories and work as are specified herein.

6. DRAWINGS, ETC

All descriptive and shipping specifications, drawings and particulars of weights and dimensions submitted with our tender are approximate only and the descriptions and illustrations contained in our catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract. After acceptance of our tender, a set of certified outline drawings will be supplied free of charge if desired.

7. TESTS

Individual devices will receive standard insulation and other operation tests at point of manufacture. Any special test or witness of tests required by you and which entails extra expenses to us shall be charged to you.

8. PERFORMANCE

You assume responsibility for the capacity and the performance of the goods being sufficient and suitable for your purpose.

9. DELIVERY

Delivery promises are approximate only and are based on prompt receipt by us of all necessary information. We will use our best endeavours to ship on the date given but will accept no liability for failure to do so.

10. SHIPMENT

Unless otherwise stated, all quotations are f.o.b. point of shipment. In any case where freight is allowed beyond the f.o.b. point we will not accept liability or responsibility for any charges arising from the removal of the equipment from transport vehicles or equipment, nor for the setting up of the equipment at the site.

11. TERMS OF PAYMENT

Unless otherwise specified, net 30 days.

12. STORAGE

It is understood that you shall arrange to take delivery of the goods within a period of fourteen days after notification that the goods are ready for shipment. In the event of you not taking delivery within the stipulated period of fourteen days, we are prepared, if our storage facilities permit, to store the goods for a charge of \$150.00 a week, until such time as the goods are shipped, subject to our rights to invoice the goods when they are ready for delivery. Any charges for storage or demurrage after dispatch must be paid by you.

13. DAMAGE IN TRANSIT

We will not be responsible for loss or damage to goods beyond the point of shipment, nor shall we be under any obligation to give you further notice, statutory or other, that we accept no responsibility. When Bills of Lading are taken out by us, we will on your instructions and at your expense, insure against loss or other risk, and will, on receipt of your indemnity, take all reasonable steps to recover from the underwriters any loss or damage for which they may be liable.

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14. GENERAL LIABILITY AND WARRANTY

In lieu of any warranty, condition or liability implied by law, our liability in respect of any defect in or failure of the goods supplied, or for any loss, injury or damage attributable thereto, is limited to making good by replacement or repair, defects which, under proper use appear therein to arise solely from our fault design, materials or workmanship within a period of twelve calendar months after the original goods shall have been first dispatched, at the termination of which period all liability on our part ceases. Provided always that such defective parts are promptly returned free of charge to our place of manufacture unless otherwise arranged. The repaired or new parts will be delivered free of charge at our place of manufacture. In the case of goods not of our manufacture, you are entitled only to such benefits as we receive under any guarantee given to us in respect thereof. Save as in this clause herein before expressed, we shall be under no liability in contract, lost or otherwise for any personal injury, howsoever caused by or resulting from anything done or omitted in connection with the goods or any work in connection therewith.

15. FORCE MAJEURE

We shall not be liable for any loss or damage resulting from causes beyond our reasonable control, including without limitation fire, strike, civil or military authority, insurrection or riot, embargoes, car shortage, wrecks or delays in transportation, lack or failure of source of supply.

Under reserve of the foregoing receipt of the apparatus by you shall constitute a waiver of all claims for loss or damage due to delay.