



CNC MACHINE TOOL ACCESSORIES

Standard Terms & Conditions of Sale

ABN 60-006-224-415

Dimac Tooling Pty Ltd.

The following terms and conditions of sale shall apply to the sale of goods or services ("Goods") by Dimac Tooling Pty Ltd ABN 60 006 224 415 (hereinafter referred to as "Dimac") to another party.

1. DEFINITIONS:

"Purchaser" means a person whose order for the purchase of Goods is accepted by Dimac.

"Order" means an order or offer to purchase and can be made by the Purchaser in writing.

"Contract" means the contract formed between Dimac and the Purchaser by an order accepted by order acknowledgement.

2. PRICING:

Unless otherwise stated, prices are F.O.B. ex Dimac for all orders. All prices are exclusive of GST and in Australian Dollars. Written quotations are valid for a period of 30 days, all other prices are subject to change without notice.

3. G S T :

Where applicable, GST will be applied to all invoices at the prevailing rate.

4. TERMS OF PAYMENT:

Unless otherwise stated, terms of payment are nett cash on delivery or, for approved monthly accounts, within 30 days measured from the end of the month the Goods are delivered to the Purchaser, or the Purchaser's carrier or agent.

Interest may be charged at a rate 5% per annum above the overdraft interest rate charged to Dimac by its bankers on all monies outstanding beyond the terms above, but without prejudice to Dimac's other rights under law in respect of non-payment.

Export orders are to be pre-paid by way of EFT or telegraphic transfer.

5. RETENTION OF TITLE:

Ownership and property in the Goods delivered remains with Dimac until Dimac has received payment in full of all money owing by the Purchaser to it and if payment is not made by the due date we shall, without prejudice to our other remedies, be entitled to retake possession of the Goods and to recover the deficiency on resale plus cost of repossession from you. For so long as ownership and property in the Goods remain with Dimac, the Purchaser will hold the Goods as bailee for Dimac and the proceeds of sale thereof in trust for Dimac and if payment for the Goods is not made on the due date, Dimac has the right to enter premises to take possession of the Goods.

6. RISK:

Risk in the Goods passes to the Purchaser upon loading at FOB point (including all risks associated with unloading) or upon title in the Goods passing to the Purchaser, whichever is the earlier.

7. DELIVERY:

Dimac will make all reasonable efforts to have the Goods delivered to the Purchaser or his designated agent as agreed between the parties (or if there is no specific agreement then at Dimac's reasonable discretion), but Dimac shall not be liable for (a) any failure to deliver or delay in delivery for any reason; or (b) any damage or loss due to unloading or packaging; or (c) damage to property caused upon entering premises to deliver the Goods. Any costs incurred by Dimac due to any failure by the Purchaser to accept the Goods at the time of delivery will be reimbursed by the Purchaser to Dimac. Except as required by law, Dimac will be under no obligation to accept Goods returned for any reason.

8. CLAIMS:

Claims for shortages of Goods should be made in writing immediately upon receipt of the Goods and no claim will be recognized unless made within 7 days from receipt of the consignment in respect of which the shortage is alleged. Claims for non-receipt of goods must be made within 30 days of the date of invoice. Other claims will not be considered unless received within 30 days of receipt of Goods and reference is made to the appropriate delivery docket or invoice number.

9. RETURN OF GOODS FOR CREDIT:

Goods will not be accepted for return without prior written approval from Dimac and the return freight prepaid by the Purchaser.

Goods returned for credit must be in "as new" condition and will be subject to a re-stocking fee equal to 25% of the original sale value, or \$20.00 per line item (whichever is the greater), unless the return is due to a supply error.

10. WARRANTIES:

Dimac makes no warranties in respect of the Goods. The Purchaser must rely solely on the warranties given by the Manufacturer in relation to the Goods.

In no event is Dimac liable for any indirect, special, economic or consequential loss or damage, loss of revenue, profits, goodwill, bargain or opportunities, loss or corruption of data, loss of anticipated savings incurred or suffered by the Purchaser whether caused by the negligence or otherwise of Dimac and whether or not Dimac was aware or should have been aware of the possibility of such potential loss or damage. Dimac shall not be liable to the Purchaser for loss or damage of any kind caused to the Purchaser by Dimac's delay in delivering Goods or any other act of omission by Dimac under or pursuant to these terms and conditions.

II. INSURANCE:

Dimac is under no obligation to insure the Goods after loading at FOB point of goods to the Purchaser. This includes goods delivered to wharf rail or outside carrier.

12. FORCE MAJEURE:

Dimac is not liable for failure to perform any contract to the extent and for so long as its performance is prevented or delayed because of;

- a) circumstances outside Dimac's control; or
- b) failure of a supplier to Dimac.

13. FITNESS FOR PURPOSE:

The Purchaser agrees that it does not rely on the skill or judgment of Dimac in relation to the suitability of any goods for a particular purpose. Any advice, recommendation, information or assistance provided by Dimac is provided without any liability by Dimac whatsoever.

14. SPECIFICATIONS AND DRAWINGS:

Every effort is made to ensure that specifications, drawings and other information in correspondence, catalogues, etc. are correct and accurate, but no warranty is given in respect thereof and Dimac shall not be liable for any error therein.

The Purchaser warrants to Dimac that all drawings and specifications and other design information provided to Dimac for the subsequent manufacture of special orders or tooling are accurate and correct in all respects and do not infringe upon the intellectual property rights of any third party including any copyright, patents, designs or trademarks of a third party.

15. ACCEPTANCE OF QUOTATIONS:

Unless otherwise stated in the quotation, quotations shall be open for acceptance for a period of 30 days from the date on which the offer was made unless revoked or replaced by a further offer.

16. COSTS:

The Purchaser shall be liable to Dimac for all legal costs incurred by Dimac on a solicitor and client basis, mercantile agent's fees, and other expenses incurred by Dimac in the event of the Purchaser being in breach of any terms or conditions of sale, including the Purchaser failing to comply with Dimac's payment terms.

The Purchaser hereby acknowledges that all costs referred to above shall constitute a liquidated debt recoverable by Dimac in any court proceedings against the Purchaser,

17. APPLICABLE LAW:

This document is governed by, and is to be construed in accordance with, the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any court hearing appeals from those courts.