

DORMER ENGINEERING

Year 2007 - STANDARD TRADING CONDITIONS.

It is the intension of the *seller* to supply to the *purchaser*, the *goods* specified by the *purchaser* in their purchase order, on or before the agreed time in an *as new* condition, for the *agreed price*. The *seller* is not liable for any delay or costs arising from any cause or situation/s out of their direct cotrol and any liability is limited to the cost of the goods involved subject to the insurance companies agreement. The *goods* must be insured for the full replacement value, including freight and other charges plus 10%, during freighting by the assigned freighter and/or their agents and the costs of the insurance are included in the purchase price. Once the *purchaser* or their agent takes possession of the *goods* they must check the *goods* for damage and report any said damage, firstly to the freighter and then immediately to the *seller*. The purchaser must keep any damaged goods subject to a claim in that same condition in a secure environment, until the Insurer or the *seller* can inspect them or instructs otherwise.

CONDITIONS:

- i) The Purchaser agrees to pay the full and total amounts shown on the Invoice on or before the time specified on that Invoice.
- ii) The Purchaser is deemed to have entered into a contract of sale by requesting the supply of goods either verbally, by telephone or in writing, which includes facsimile or email or other electronic messages.
- iii) The 10% GST (in Australia only) is agreed to form part of the invoiced charges where applicable.
- iv) All goods sold include normal delivery by parcel post or road freight to the delivery address given on the order, or previously supplied, for Australian purchasers. Any extra charges outside the normal delivery costs are to be passed onto the purchaser. This may occur but is not limited to an occasion where the receiver is not in attendance to receive the goods and the freight people charge for a re-delivery. Export deliveries are free to the shipping agents premises within Australia.
- v) All goods remain the sole property of Dormer Engineering until all monies owing are fully paid. All the said goods not fully paid for shall not be used nor re-sold or otherwise disposed of until they are fully paid for.
- vi) These conditions and terms are to be read in conjunction with and include, any so written on the Quotation, and/or Price list and/or Pro-Forma Invoice and/or Correspondence pertaining to the sale of these goods.
- vii) The seller reserves the right to apply a late payment fee to all or any overdue Invoices at a rate of \$25.00 plus 2% per month or for any part of a month being overdue and the purchaser agrees to accept and pay the said fee, as will be shown on a subsequent Invoice, within the prescribed time shown on that invoice.

GLOSSARY

purchaser - The person or partnership or business entity that the order requesting the supply of the goods, was made on behalf of. The person making the order is deemed by the seller to have had the appropriate authority to act on behalf of the purchaser.

seller - Dormer Engineering as represented by it's direct employees.

agreed price - Is the price shown on the written valid quote, plus 10% GST (Australia only). Freight costs and Freight Insurance costs where applicable form part of the price. In the absence of a valid written quote the price is that shown in the current price list for these goods plus 10% GST, Freight costs and Freight Insurance costs where applicable. For export sales to be exempt from our Freight charges the purchaser must pay or arrange to pay the Freight costs or arrange pick up of the goods from the factory. To be exempt from our Freight Insurance costs the export purchaser shall prepay for the goods or arrange for, and give proof of, full and comprehensive Freight Insurance for these goods.

goods - Are the items of equipment manufactured and/or sold by Dormer Engineering and provided to the purchaser in exchange for the agreed price which is to be paid under the agreed terms.

as new - Refers to the condition of the goods; describing them as being unused, in good general appearance which is equal to Dormer Engineering's other goods held for sale, to be clear of structural defects and damage caused during freighting to the original purchaser.