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GasTech Australia Pty Ltd ABN 64 087 801 634

Terms, Conditions and Warranty Claim Guide

1. General

The following are the terms and conditions of sale with GasTech Australia Pty Ltd (the Company) for the Goods and/or Services specified on the fare hereof unless the sale results from a written quotation in which case the terms and conditions appearing on our quotation shall prevail.

2. Terms of Payment

2.1 Net cash within 30 days from the end of the month in which the Goods and/or Services are purchased, unless otherwise expressly arranged in writing.

2.2 If any part of an invoice is in dispute, the balance will remain payable and must be paid when due. The Customer has no right to offset any claim against the Company from monies owing to the Company.

3. Claims

Subject to clause 4 of GasTech Standard Warranty Statement hereof, relating to receipt of Goods and/or Services, no claim will be recognised unless made in writing to GASTECH AUSTRALIA PTY LTD within fourteen days after receipt of Goods and/or Services by the buyer, and in no instance, shall any claim be greater in amount than the actual invoice value of the Goods and/or Services as delivered by the seller.

4. Description

4.1 Any description of Goods and/or Services contained in this contract is given by way of identification only and use of such description shall not constitute this contract a sale by descriptions.

4.2 Equipment is supplied from the Company's standard equipment range and specifications are as listed in the published data. Compliance (real or inferred) to client specifications and/or requirements remains the sole responsibility of the purchaser.

5. Orders

5.1 It is your responsibility to provide all information necessary to enable performance of the Order and the Customer shall be responsible for any costs arising directly or indirectly from any error or omission in that information or delay in providing that information.

5.2 We shall accept your Orders by letter, email, fax or telephone. All Orders must be made in writing and as such any Order placed by telephone will not be despatched until we have received your written confirmation. Orders cannot be modified or cancelled after acceptance by us except with our prior written consent.

5.3 The supply of goods or services is subject to availability. The Company reserves the right to suspend or discontinue the supply of goods or services to the Customer. If the Company is unable to supply all of the Customer's order, these terms and conditions continue to apply to any part of the order supplied.

5.4 The Company reserves the right to refuse any order based on a quotation within seven days after the order is received and at any time to refuse to accept or proceed with any order if the Customer's trade reference is unsatisfactory to the Company.

5.5 The Company accepts no responsibility whatsoever for errors in dimensions, quantities, specifications or otherwise where orders for any goods are placed on the Company by the Customer other than in writing.

6. **Quotations**

Unless otherwise specified in writing:

I. All quotations are priced in Australian Dollars (AUD)

II. All pricing is quoted GST exclusive. GST (+10%) is additional and applicable for Australian domestic delivery and/or use

III. Quotations are valid for 30 days from date of issue by the Company

7. **Delivery**

7.1 Any times quoted for delivery and installation are estimates only and the company subject to the Company's Standard Warranty Statement hereof, shall not be liable for failure to deliver or install or for delay in delivery or installation arising from any cause whatsoever beyond the Company's control.

7.2 Unless otherwise advised quoted pricing will be EX-Works (INCOTERMS 2011). Delivery may be offered as a separate option.

7.3 No form of delivery penalties or liquidated damages are or will be accepted in reference to the supply of equipment offered under this document or in reference to any subsequent purchase orders unless negotiated and specifically prior agreed to by the Company in writing.

7.4 The Buyer shall not be relieved of any obligation to accept or pay for Goods and/or Services by reason of any such delay in delivery or despatch.

7.5 Applicable delivery periods will be advised inclusive to the quotation and subject to the availability of the equipment required.

8 Retention of Title

Title to the Goods to be delivered will pass to the purchaser when payment in full clear funds for the Goods and/or Services has been received by the Company. Until the date of full payment:

8.1 The Purchaser shall store the Goods so that they are clearly identified as the property of the Company.

8.2 The Company shall have the right (and is hereby authorised) by the Customer to enter into and upon all premises or vehicle where the Goods may be stored or use from time to time (with or without others) and to retake possession of and remove the same and the Customer hereby Indemnifies the Company (against any claim action or damages arising out of any such action and against the cost of the same).

8.3 If the Goods are used in the manufacture of other Goods, the property in those other Goods shall be transferred to the Company and they shall be stored so that they are clearly identified as the property of the Company provided that the purchaser may sell and deliver any such Goods to a third party in the ordinary course of business.

9 Returns and/or Order Cancellations

9.1 The Customer must inspect the goods or services immediately following delivery or completion of the services (as the case may be). The Customer may only return goods with the prior approval of the Company.

9.2 A written claim must be received within 7 days after delivery of the goods.

9.3 No return of Goods and/or Services or return freight charges shall be acceptable by the Company unless authorised by the Company in writing beforehand.

9.4 Where goods were originally supplied in a manufacturer's special package, any return must be made in that original package and the goods must be in their original and unmarked condition, complete with any documentation supplied.

9.5 Goods must be returned within 14 days of date of despatch.

9.6 Cancellation of order or return of equipment may incur re-stocking fees up to 100% of the order value.

Applicable fees will be determined by GasTech Australia in reference to speciality of equipment supplied and reasons for return.

9.7 Partially completed orders or special built equipment may also incur fees as determined by the Company if an order cancellation occurs prior to delivery.

9.8 Goods returned for credit and subject to possible restocking charges will be accepted only if received in original condition. Equipment condition will be as determined by the Company.

10 Obligations of Customer where site visits are required by the Company

10.1 If the Company's employees or authorised representatives attend any premises as directed by the Customer to install or apply any goods or perform any services, the Customer will ensure appropriate policies and procedures are in place and followed for occupational health and safety and risk assessments for any dangerous or potentially dangerous activities are completed.

10.2 In the case of goods which the Company undertakes to install, it is the Customer's responsibility to provide any service utilities required. Any hire costs for special handling equipment and any associated charges will be additional for the Customer's account. Installation will be made at the time specified in the order and the goods will be at the Customer's risk.

11 Documentation and Drawings

11.1 All equipment is provided complete with installation and operating manuals (IOM) and drawings (if applicable) in the Company's standard generic format only. Additional drawing services are not included unless specifically prior agreed to by the Company in writing.

11.2 "As site installed" drawings are not included and remain the sole responsibility of the customer.

11.3 Electronic documentation is provided in generic PDF format only. Specialist drawing formats e.g. AutoCAD, are not included unless specifically prior agreed to by the Company in writing.

12 Quality Assurance

The Company operates under audited ISO9001 Quality Management Systems as accredited by Bureau Veritas. All supplied product and services conform to this standard.

13 The Warranty

The Company agrees, should the Goods and/or Services require repair or replacement as a result of a manufacturing defect to perform the necessary repairs or provide a replacement during the Warranty Period (as defined in clause 14) (the Warranty).

14 The Warranty Period

The warranty period shall be 12 months from the date of purchase of the Goods and/or Services (the Warranty Period), unless otherwise stated on the product.

15 Lodging a Warranty Claim

15.1 The Company must examine the Goods and/or Services in order to approve a claim under the Warranty.

15.2 To lodge a claim under the Warranty, the customer must:

i. Deliver the Goods and/or Services together with proof of purchase to the Company's business address (see below) or alternatively contact the Company via either of the methods of contact referred to below;

ii. Provide a description of the fault and how it arose; and

iii. Provide their contact details.

i. Where a customer with a warranty claim has an urgent requirement for a functional unit, they are required to issue a purchase order for a loan unit or if not available, for a new unit. The new unit will be invoiced in accordance with your account or must be paid prior to shipment. Once the unit has

been received and examined, if warrantable it will be repaired and returned as per these instructions. If not warrantable, will be invoiced for the repair and returned in accordance with the terms of your account. The loan unit shall be returned in accordance also with the terms of your account

16 Extent of Warranty

16.1 To the extent permitted under the Australian Consumer Law, and other relevant legislation, the Company's liability is limited in the following circumstances:

i. The Company is not responsible for general deterioration nor for any damage to the Goods and/or Services which occurs during transit or transportation or which is caused by any abuse, accident, improper installation, misuse, alteration or lack of routine maintenance.

ii. The Company is not responsible for any lack of operation or performance of Goods and/or Services (or any loss or damage) where Goods and/or Services are combined or integrated with other Goods and/or Services not supplied by the Company.

iii. The Company's liability for loss or damage relating to the Goods and/or Services is limited to the replacement of the Goods and/or Services or the supply of equivalent Goods and/or Services, the repair of the Goods and/or Services, the payment of cost of replacing the Goods and/or Services or acquiring equivalent Goods and/or Services or the payment of the cost of having the Goods and/or Services repaired.

16.2 The Company reserves the right to refuse any claim under the Warranty which is caused through fault of the customer.

16.3 The Warranty is in addition to any non-excludable legal rights or remedies conferred on the customer under any applicable Act and any similar laws.

17 Warranty Costs

The customer is responsible for transportation of the Goods and/or Services and any insurance costs to and from the Company's business address.

18 Governing Law

Our Goods and/or Services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods and/or Services repaired or replaced if the Goods and/or Services fail to be of an acceptable quality and the failure does not amount to a major failure. The benefits of this warranty are in addition to other rights and remedies which you have under the Australian Consumer Law.

19 Assignment

Any agreement incorporating these terms and conditions cannot be assigned or transferred by the Customer to another party without the approval of the Company, which approval will not be unreasonably withheld.

20 PRIVACY AND CREDIT REPORTING

20.1 We will collect information in relation to you for the purpose of providing the Goods and/or Services to you, in accordance with the laws relating to the collection and disclosure of personal information under the Privacy Act 1998.

20.2 Where the Goods and/or Services are supplied to you on credit you irrevocably authorise us, our employees and agents to make such inquiries as we deem necessary to investigate your credit worthiness from time to time including (without limiting) the making of inquiries of persons nominated as trade referees, your bankers, or any other credit providers or credit reporting agencies (the 'Information Sources') and you hereby authorise the Information Sources to disclose to us such information concerning you which is requested by us.

21 Force Majeure

If, for any cause, beyond the Company's control, including without limitation, any act of God, war, strike, lock out, industrial dispute, governmental or semi-governmental award, enactment priority or restriction, fire, flood, storm or tempest, delay in obtaining licenses, transport, labour or materials, accidents, damage to the Company's works or business or those of its suppliers, the Company is prevented from making delivery or performance at the time stipulated, the Company will be entitled at its option either to extend the time for delivery or performance for a reasonable period or to terminate the order. In those circumstances, the Customer does not have any claim for damages and agrees to pay for all deliveries made or services performed prior to the date of termination and all expenses incurred and monies paid by the Company in connection with the order.

22 GasTech's Contact Details

Head Office

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