



GENERAL TERMS AND CONDITIONS OF SALE

Power Shield Pty Ltd - is hereinafter referred to as "the Supplier"

- 1) It is a condition of sale that all goods shall remain the property of the Supplier until such time as they have been paid for in full.
- 2) Prices quoted are ex works the Supplier, or otherwise as stated in an official quotation from the Supplier.
- 3) A Tax Invoice is issued as per the ATO requirements.
- 4) No claim for loss or damage in shortages in quantity will be entertained unless notice is given in writing to the Supplier within seven (7) days from the date of delivery.
- 5) The terms of payment shall be net Thirty (30) days from the end of month.
- 6) Any legal costs, stamp duties or any other expenses whatsoever incurred by the Supplier in respect of the Application, agreements, guarantees, securities or other documentation required by the Supplier or other costs reasonably incurred by the Supplier in consequence of this Application and any other expenses incurred in respect of opening and maintaining any account in the name of the Applicant together with any collection costs, dishonoured cheque (s) fees, legal costs, whether charged on scale or on any other basis incurred, shall be paid by the Applicant on demand.
- 7) Power Shield reserves the right to suspend, cancel or close any account that breaches the payment terms mentioned in clause 5. Accounts approved shall be reviewed periodically and those found to be in continual breach of clause 5, will at the discretion of Management be terminated.
- 8) The Supplier shall not be liable for any loss or damage out of, or as a consequence of any failure by the Supplier to deliver, or any delay in delivery of goods where such delivery or failure to deliver is caused by any event or matter outside the control of the Supplier.
- 9) The Supplier agrees that where it is shown to the satisfaction of the Supplier within one (1) year of the date of delivery of the goods, that any such goods contain defective materials or are defective in manufacture, it will at its option, either: - Repair or replace with new or reconditioned the default free of charge, provided always that the goods in question are returned to the Supplier at the below address in the condition in which they were supplied.
- 10) To the extent permitted by the law, it is a further term and condition of supply of goods by the Supplier that any liability of the Supplier for loss or damage caused by reason of the fact that the goods supplied, or any part thereof, are defective is hereby expressly excluded regardless of whether the defect in the product, or any part thereof, is due to the fault or negligence of the Supplier, its servants, agents or otherwise.
- 11) Consequential and Indirect damages. The Supplier will not be held liable for any consequential damages or loss whatsoever by any party or third party, whether for the original contract and guarantees or extended maintenance period thereafter.
- 12) Orders may not be cancelled except by written agreement of the Supplier, and then only upon such terms that will indemnify the Supplier against loss.
- 13) Goods may only be returned after an RMA form has been submitted and approved. If goods are accepted for return, a restocking fee of at least 15% will be charged depending on the condition of the equipment returned.
- 14) Nothing contained in these General Terms and Conditions of Sale shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these conditions, all or any of the provisions of Part V of the Trade Practices Act 1974 (as Amended) or any relevant State Act or Territorial Ordinance which, by law, cannot be excluded, restricted or modified.