

Traffic & Access Solutions Pty Ltd
General Terms and Conditions of Sale
ABN: 14 162 894 975

Goods and services are sold by Traffic & Access Solutions Pty Ltd subject to the following general terms and conditions of sale unless otherwise agreed in writing between Traffic & Access Solutions Pty Ltd and the Purchaser.

1.0 DEFINITIONS

- 1.1 SELLER:** Shall mean Traffic & Access Solutions Pty Ltd.
1.2 PURCHASER: Shall mean the company, firm or person/s to whom the quotation is addressed and/or its nominated representative(s).
1.3 QUOTATION: Shall mean the offer by the Seller to the Purchaser for the supply of equipment and/or services. It is the responsibility of the Purchaser to determine if the offer is suitable for the intended purpose and accept or decline the offer based on this decision.
1.4 GOODS: Shall mean the goods and/or services, equipment, material including drawings, documentation, intellectual property and advice supplied or intended to be supplied by the Seller to the Purchaser.
1.5 PRICE: Shall mean the price payable for the Goods as agreed between the Seller and the Purchaser in accordance with clause 4 of this agreement.

2.0 GENERAL

- 2.1** This document forms part of any quotation or contract to which it may be attached and any goods supplied by the Seller will be according to these terms.
2.2 If there is any inconsistency between the provisions of any quotation and these General Terms and Conditions of Sale, the former shall apply to the extent of the inconsistency.

3.0 VALIDITY

- 3.1** The validity period of quotation is thirty (30) days unless otherwise agreed to in writing.

4.0 PRICE AND PAYMENT

- 4.1** At the Seller's sole discretion the Price shall be either:
a) as indicated on invoices provided by the Seller to the Purchaser in respect of Goods supplied; or
b) the Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Purchaser shall accept the Seller's Quotation in writing within thirty (30) days.
4.2 Should there be a variance between the quantity of goods offered and the quantity purchased, the Seller reserves the right to adjust the pricing accordingly.
4.3 The Seller reserves the right to change the Price in the event of a variation to the Seller's Quotation.
4.4 At the Seller's sole discretion a deposit may be required.
4.5 Prices are subject to variation due to foreign exchange fluctuations at the expense of the Purchaser.
4.6 Prices are subject to variation commensurate with any rise and fall in the cost of labour, material and any additional costs which may be incurred to conform to statutory obligations which change after the date of quotation.
4.7 The Purchaser must notify the Seller of any variations or suspensions of work in writing. These variations and/or suspensions may be accepted or rejected at the sole discretion of the Seller.
4.8 In the event of variation or suspension of work due to Purchaser's instruction, the contract price shall be adjusted to cover any additional cost incurred before the acceptance of the variation or suspension.
4.9 Goods and services tax, import tax, sales tax, stamp duty or any tax, levy or the like imposed on either the manufacture, import, sales or distribution of the goods is excluded from the price and if applicable, shall be to the Purchaser's account.
4.10 The Seller shall invoice the Purchaser immediately upon acceptance of a purchase order or order form and the Purchaser shall pay the Seller the agreed price in full on or prior to delivery unless otherwise noted or agreed upon in writing by the Seller.

5.0 DELIVERY OF GOODS

- 5.1** At the Seller's sole discretion delivery of the Goods shall take place when:
a) the Purchaser takes possession of the Goods at the Seller's address; or
b) the Purchaser takes possession of the Goods at the Purchaser's nominated address (in the event that the Goods are delivered by the Seller or the Seller's carrier).
5.2 At the Seller's sole discretion the costs of delivery are:
a) included in the Price; or
b) in addition to the Price;
as detailed in the relevant Quotation and/or invoice.
5.3 The Purchaser shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Purchaser is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for re-delivery.
5.4 Delivery of the Goods to a third party nominated by the Purchaser is deemed to be delivery to the Purchaser for the purposes of this agreement.
5.5 Where damage in the course of delivery is the Seller's responsibility, the Seller shall at its sole discretion repair or replace, the damaged goods, providing the Seller is notified within three (3) days of receipt of delivery.
5.6 Any claims for shortages in the delivered quantity shall be notified to the Seller within three (3) days of receipt of such delivery.
5.7 The Seller reserves the right to make partial deliveries of any goods subject to a contract and to invoice such deliveries separately.
5.8 The Purchaser shall at his own expense, unless otherwise agreed upon, provide for or arrange for:
a) the collection of the goods from the Seller's premises and the delivery of the goods to the Purchaser, and
b) the insurance of the goods from the time of collection of the goods from the Seller's premises or nominated location by the Purchaser or its agent.
5.9 If the Purchaser requests the Seller to arrange transportation of the goods to the Purchaser and insurance of the goods while in transit against such risks as the Seller considers appropriate, the cost of such transportation and insurance shall be solely for the Purchaser's account and shall be payable to the Seller with payment for the Goods.

- 5.10** The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

- 5.11** The Seller shall not be liable for any loss or damage whatsoever due to failure of the Seller to deliver the Goods (or any part of them) promptly or at all due to circumstances beyond the control of the Seller.

6.0 STORAGE

- 6.1** Should the Seller not receive forwarding instructions within fourteen (14) days of notification of readiness for dispatch the Purchaser shall be deemed to have taken delivery of the goods and from such date, the Purchaser shall be liable for storage and any associated charges.

7.0 RISK AND TITLE TO PRODUCT

- 7.1** All goods shall be at the Purchaser's risk immediately upon delivery to the contractual point of delivery or within fourteen (14) days of notification to the Purchaser that the goods are ready for dispatch, whichever is the sooner.
7.2 Notwithstanding the foregoing, the Seller shall retain title to all goods supplied by it to the Purchaser until it has received payment in full of all sums due in connection with the supply. In the case of payment by cheque, bill of exchange or note, title shall not pass to the Purchaser until same is honoured.

8.0 CANCELLATION AND VARIATION OF ORDER

- 8.1** A request for cancellation or alteration of any order by the Purchaser must be notified in writing and agreed to by the Seller. If the Seller agrees to accept the cancellation or variation of an order, in its sole and absolute discretion, it may require the Purchaser to pay cancellation or variation fees which will reimburse the Seller for any costs incurred up until the date of cancellation or costs incurred due to a change in scope of supply.

9.0 DEFECTS

- 9.1** The Purchaser shall inspect the Goods on delivery and shall with seven (7) days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote in writing. The Purchaser shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Purchaser believes the Goods are defective in any way. If the Purchaser shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Purchaser is entitled to reject, the Seller's liability is limited to either (at the Seller's sole discretion) replacing or repairing the Goods.

10.0 WARRANTY

- 10.1** Subject to the conditions of warranty set out in clause 10.2, the Seller warrants that if any defect in the Goods becomes apparent and is reported to the Seller within twelve (12) months of the date of delivery (time being of the essence) then the Seller will either (at the Seller's sole discretion) replace or remedy the workmanship.
10.2 The conditions applicable to the warranty given by clause 10.1 are:
a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
i) failure on the part of the Purchaser to properly maintain any Goods; or
ii) failure on the part of the Purchaser to follow any instructions or guidelines provided by the Seller; or
iii) any use of any Goods otherwise than for any application specified on a Quotation or order form; or
iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
v) fair wear and tear or any accident or act of God.

- b) the warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the Goods are repaired, altered or overhauled without the Seller's consent.
c) in respect of all claims the Seller shall not be liable to compensate the Purchaser for any delay in either replacing or remedying the defects or in properly assessing the Purchaser's claim.

11.0 INTELLECTUAL PROPERTY

- 11.1** The Purchaser acknowledges that the Seller retains all Intellectual Property rights at all times regarding the Goods.

12.0 INDEMNITY

- 12.1** The Purchaser shall indemnify the Seller in respect of any loss, injury, expense or claim of whatsoever nature and however arising out of the contract or the Goods, or their storage, installation, use, operation or maintenance save to the extent that the same is directly caused by the wilful negligence of the Seller. This indemnity includes any legal fees and expenses the Seller incurs to enforce its rights, on an indemnity basis.

13.0 LOSS

- 13.1** The Seller shall not be liable in any circumstances whatsoever to the Purchaser for:
a) Any loss of profits or contracts suffered by the Purchaser
b) Any loss or damage in circumstances over which the Seller has no control
c) Any lost production time or any expense or penalties incurred with production losses.

14.0 LEGAL CONSTRUCTION

- 14.1** Except as may be otherwise agreed in writing between the Seller and the Purchaser, these terms and conditions shall be governed by and construed in accordance with the laws of and applicable to the state of New South Wales and the parties hereby submit to non-exclusive jurisdiction of the courts of the State in respect to such matters.