

## Terms and Conditions - Supply of Goods

### 1. General

1.1 Where these conditions apply, no contrary or other terms and conditions proposed by the supplier apply to the supply of the goods or services unless accepted explicitly in writing by Pumpteq.

### 2. Interpretation

- 2.1. "Business Days" means a day other than a Saturday, Sunday or public holiday;
- 2.2. "Goods" means the goods referred to on the front of the Purchase Order;
- 2.3. "Intellectual Property Rights" means copyright, trademarks, patents, designs, circuit layout rights, the right to protect confidential information and any application or right to apply for registration of any of those right;
- 2.4. "On a FIS basis" means delivery to such locations as Pumpteq nominates at the cost of the supplier;
- 2.5. "Price" means the price Pumpteq agrees to pay for the goods and the services as specified in the Purchase Order;
- 2.6. "Pumpteq" means Pumpteq Services Pty Ltd ABN 62 610 341 065;
- 2.7. "Purchase Order" means where these conditions are printed on the reverse of a purchase order, supplied directly from Pumpteq;
- 2.8. "Services" means those services to be supplied to Pumpteq as specified by Pumpteq;
- 2.9. "Supplier" means the supplier described on the front of the Purchase Order.

### 3. Supply and Delivery

Unless otherwise agreed in writing the supplier must:

- 3.1. Agree to provide the goods to Pumpteq;
- 3.2. Sell the goods to Pumpteq free of encumbrances;
- 3.3. Deliver the goods to Pumpteq on a FIS basis on the delivery date set out on the Purchase Order;
- 3.4. Be responsible for all means, methods, procedures and control in connection with the supply of goods;
- 3.5. Install the goods, as directed or required by Pumpteq.

### 4. Price and Payment

- 4.1. The price is not subject to variation. Pumpteq will request quotation for pricing before raising Purchase Orders;
- 4.2. If Pumpteq accepts the goods Pumpteq will pay the Supplier the Price on FIS basis within thirty (30) days of the end of the month in which Pumpteq receives the Supplier's invoice;
- 4.3. The price includes all taxes, duties, charges, levies and like expenses payable. The supplier must bear all custom and import duties levied in respect to the goods, unless agreed in writing from Pumpteq.

### 5. Title and Risk

- 5.1. Title to and risk in the Goods passes to Pumpteq on acceptance.

### 6. Intellectual Property, Confidentiality & Sub-Contracting

- 6.1. Any and all information supplied by or pertaining to Pumpteq throughout this supply process and in the future must be kept confidential, including Purchase Orders and these conditions;
- 6.2. Pumpteq will remain the holder of all intellectual property, this includes but not limited to drawings, cost estimates, information of a tangible and intangible nature including software;
- 6.3. The supplier must not assign or sub-contract the performance of any matter or thing required by the Purchase Order or these conditions without prior written consent from Pumpteq.

### 7. Warranties

The supplier warrants that the goods will be new on delivery;

- 7.1. Conform with the description on the goods and any sampler provided by the Supplier before the date of the Purchase order;
- 7.2. Meet Pumpteq's requirements and be free of any defects;
- 7.3. Been manufactured or constructed in accordance with a quality assurance program;
- 7.4. Not infringe the Intellectual Property Rights or anyone;
- 7.5. Be date compliant.

### 8. Defects

The supplier must immediately remedy any defective goods supplied or goods that become defective within (12) months from the date on which the goods are accepted, without charge to Pumpteq. The supplier may be required to replace or repair the goods in order to comply.

### 9. Governing Law

The law of Western Australia applies to the contract constituted by the Purchase Order and these conditions.

### 10. Testing, Inspection, Acceptance and Rejection

- 10.1. Pumpteq may request to test or inspect the goods before or after delivery, whether at the Supplier's premises or elsewhere;
- 10.2. Pumpteq must accept the goods immediately when satisfied that the goods comply with the Purchase Order and these conditions otherwise a written notice of rejection will be given to the supplier;
- 10.3. If Pumpteq rejects the goods, title to and risk in the goods reverts to the Supplier and the Supplier must immediately remove the Good's from Pumpteq's premises at the Supplier's cost.