

The Company — means RGM Maintenance Pty Ltd [and any of its Trading Names]

Customer or Purchaser— means the Person or Representative of, Company, Government or Department requiring the Goods or Services

Payment

1. Payment that is made via an approved Company account shall be strictly due within 30 days from END OF MONTH. If paying by cheque, authorisation must be sort prior to placing an order. All non-account customer transactions shall be on a Cash-On-Delivery (COD) basis. If an account Customer fails to make any payment by the due date the Company shall (without prejudice to any other remedy) be entitled to:

- a. Be paid interest by the Customer of 5% to be compounded weekly upon the amount owing and to be payable on demand, and
- b. Suspend the performance and delivery of all services & goods until all outstanding payments are made, and to adjust the amount payable by the customer to compensate the Company for any extra expense or loss thereby incurred including (without limitation) all reasonably incurred legal, collection agency and other costs. By requesting Parts and or Services from the Company the Customer is bound by Company's said Terms & Conditions. Descriptive and clerical errors are subject to correction without prejudice. Unless otherwise agreed in writing prior to order, cash retentions and or liquidated damages of any kind are not accepted, all orders stating same shall be rejected.

Acceptance

2. By requesting Goods (Parts) or Services from the Company the Customer is deemed to have accepted the Company's Terms and Conditions and is bound by them. Goods and or Services delivered by the Company or on behalf of the Company shall be deemed to have been accepted by the Customer or Customers Representative on signing the release document or Delivery Note provided at Point of Sale. Any parts ordered and subsequently rejected or returned are subject to a 20% restocking fee. Any inspections required by the customer must be stated on the Purchase Order or attached Inspection and Test Plan (ITP) and agreed in writing prior to acceptance by RGM.

Quotations, Request For Quote and Request For Tender

3. All quotations are subject to withdrawal or variation by the Company at any time prior to acceptance of a firm order or quotation validation date whichever is first. No order given to the Company based upon a quotation shall be binding upon the Company until accepted by the Company in writing. The Company reserves the right to correct any accidental error or omission or description in a quotation or invoice without prejudice.

Prices

4. All prices are net and Goods and Services Tax (GST) exclusive unless otherwise stated in our quotation or in the Customer's Purchase Order. All agreed increases in scope will result in a price variation.

Variations

5. No variations of these Terms or Conditions shall be accepted unless such variations have been specifically agreed upon in writing by a duly authorised representative of the Company.

Warranty

6. Unless otherwise stated, warranty for repairs, maintenance tasks, painting and sand blasting shall be 90 days from dispatch to the customer or completion of works or supply. Assembly overhauls and full reconditioning shall be 12 months from the date of purchase by the customer. All else shall be 90 days from receipt. Warranty repairs shall be at the sole discretion of the Company and shall be limited to the parts and labour identified in the original work requested by the customer. Parts provided as 'free issue' by the customer are not included in this warranty. Misuse or neglect of the equipment or goods shall void this warranty.

Insurance

7. Unless otherwise stated Vehicles and or Equipment left overnight or for extended periods at the Company premises are not covered under our insurance and is done so at the customer's risk.

Insurance can be arranged at the customers cost. *All care is taken for customer vehicles, equipment and goods, but no responsibility.*

Currency Fluctuation

8. Goods from overseas are subject to price change due to variation in currency rates between the Company's Suppliers currency and the Australian dollar as at the date of the Company's invoice.

Goods and Services Tax

9. Prices quoted are subject to the addition of Goods and Services tax (GST) and to any tax imposed by any Australian Government authority upon the goods quoted or upon the production, sale, distribution, delivery or upon any feature thereof if applicable. All such taxes shall be payable by the Purchaser and may be added to the purchase price by the Company.

Standing Orders & Contracts

10. Standing Orders or Contracts that have been signed by an authorised Company Representative for Customers such as the Department of Defence and Australian Government are binding within the specified period and are subject to the conditions of supply as stated in the contract or order. Under these circumstances the Company and Customer/Purchaser may have legal and binding responsibilities with separate supply and warranty conditions. Should any inconsistencies exist between Terms and Conditions, the clause with the least risk to the Company shall prevail.

Validity

11. Unless otherwise stated, Quotations and Tenders are valid for 30 days.

Retention of Title

12. The property of the goods shall not pass to the Purchaser or Customer until the goods are paid for in full to the Company or as agreed in writing at the time of quotation.

Delivery and Pickup by the Customer

13. Unless otherwise specified by the Company the point of delivery and pickup of the goods shall be at the Company's premises and other such sites as agreed in writing by the Customer or his Representative.

Intellectual Property

14. The Customer warrants that any IP delivered in accordance with the Purchase Order does not infringe any Patents, Trademarks, Letters, Copyright or Registered Designs and agrees to indemnify the Company and its servants against any action, suite, proceeding, claim or demand for actual or alleged infringement made against the Company or its servants for using the goods or IP supplied against the Purchase Order. Unless otherwise stated in the Purchase Order, Intellectual Property supplied by the customer (background IP) shall belong to the Customer. All Foreground IP shall belong to the Company.

Work Schedules

15. The Company makes no guarantees that the work shall be completed in accordance with the agreed work schedule. The Customer agrees that any schedule given in relation to a Purchase Order is a good estimate of the time needed to complete the works. There may be many variables to completing the works such as awaiting parts, staff availability and equipment failure which may not be within the Company's capacity to immediately remedy. However, the Company shall provide its best endeavors to complete all work on time and within the agreed budget.

Quality

16. The Company guarantees that the work described in the Purchase Order shall be completed in accordance with its work procedures and associated control and administrative documents linked to the standard ISO 9001.

Laws

17. The Customer's acceptance of the Company's tender or quotation shall be construed to be in accordance with the laws of the State of Queensland.

On Line Store

18. The terms and conditions specific to the Company's on line store are found on the store website.