

Terms and Conditions

1. General

- a. Masterbeef Pty Ltd will herein after be referred to as the Company.
- b. You, as the Buyer, will herein after be referred to as the Customer.
- c. These Conditions:
 - i. Govern all offers, order confirmations, deliveries and sales of goods by the company.
 - ii. Form an integral part of the sale contract;
 - iii. Supersede all other general conditions and prior verbal representations between the company and the Customer;
 - iv. Operate to the exclusion of any terms and conditions issued by, or any other document or statement of, the Customer whether before or after the date these Conditions come into effect; and
 - v. May only be altered in writing, signed by the Company and the Customer.

2. Acceptance

A quotation is not to be construed as an offer or obligation to sell and the Company reserves the right, as its option, to accept or reject any orders received.

3. Prices

- a. All prices are subject to change without notice and all purchase orders are accepted by the Company, on the condition that they will be invoiced at the prices ruling at the date of order. All prices are strictly nett unless where otherwise stated.
- b. Where firm prices are included in a quotation the validity period is seven calendar days from date of that quotation, unless otherwise stated in writing, and thereafter subject to confirmation prior to acceptance.
- c. Unless specifically quoted to the contrary and confirmed in writing, all prices do not include GST, freight or insurance.
- d. A quotation includes only such goods as are specified therein ("Equipment"). Equipment offered ex stock are subject to prior sale and availability should be confirmed at order placement date.

4. Invoicing and Terms of Payment

- a. Payment is to be made in full to a bank account nominated by the company unless the company grants credit terms or in its sole discretion accepts a letter of credit or other security.
- b. The extension of credit to the Customer shall always be at the absolute discretion of the company and unless otherwise stated where extended the terms of payment shall be net cash within thirty days of the date of invoice.
- c. The Company may instruct, in writing, that customers forward a partial or full prepayment as way of deposit on purchases at the discretion of the Company.
- d. If the Customer fails to pay the invoice in full to the Company when due, the company will be entitled (in addition to other rights) to:

- i. cancel or suspend any further service to the Customer under any order; and
 - ii. charge the Customer interest on the overdue amount at a rate equal to the Company's overdraft rate from the date of invoice to the date of final payment.
- e. The Company reserves the right to suspend credit where the Customer is operating outside of the stated credit terms.
- f. The Company encourages electronic payment of all invoices/statements, with the Customer ensuring a correct remittance advice detailing the payment is emailed to the Company.
- g. Where payments are made contingent upon delivery, erection or test and any of these stages are delayed to suit the Customer's wishes or convenience, or by reason of non-readiness for us to proceed for any other reasons outside the Company's control (such as delay or delivery of material being furnished under separate contract), payments are to be made within the time in which they ordinarily would have been made had there been no such delays, the materials being, if necessary, stored at purchaser's risk and expense.
- h. The Customer will be required to reimburse the Company for all costs and expenses, including but not limited to legal expenses on an indemnity basis, incurred by the Company in pursuing overdue payments.

5. Freight and Insurance

- a. All prices quoted are ex works and exclude freight and insurance unless stated otherwise in writing. The Company ceases to be responsible for the Equipment upon departure from its premises, and therefore will not be liable for any claims whatsoever for loss or damage to the Equipment.
- b. The method of freight should be stipulated at order placement, otherwise Equipment will be shipped via the Company's normal carrier. The cost of such freight will be charged to the Customer at cost plus an administration fee.

6. Packing

Unless agreed otherwise in writing, all equipment is packed to the satisfaction of the Company. Such packing will be adequate for normal handling and storage but not for exposure to weather or undue extremes of temperature, humidity or vibration. Any other packing requested by the Customer or deemed necessary by the Company will be charged for in addition to the price quoted.

7. Delivery

- a. The delivery period quoted commences from the date the Company receives enough information to proceed with supply or from the date the Company receives the Customer's written order, whichever is the later date. Where deposits are required, the delivery period commences from receipt of that deposit. Quoted delivery dates are subject to confirmation at order placement.
- b. The Company reserves the right to deliver and receive payment for any Equipment which form part of an order.
- c. The Company in any event will not be liable to the Customer for any loss of profits or any other consequential loss or damage caused to the Customer by any delay in delivery or any non-delivery of an order or part thereof.
- d. The Customer will be informed by the Company as soon as the probability of a delay is recognised.

- e. Where Equipment is to be supplied by the Customer for inclusion in products to be supplied to the Customer, the responsibility for supply and delivery of the Equipment to the Company lies with the Customer.

8. Installation

Where the installation of equipment is undertaken by others, the Company does not accept responsibility for the operation of any complete system including Equipment supplied by other manufacturers. Site visits will not normally be undertaken to attend to such systems, but if required, full-service rates will be charged for time involved.

9. Credits/Claims/Returns/Refunds

- a. On receiving the Equipment or Service, the Customer is to inspect/test the Equipment/Service, exercising such care as is customary or appropriate in the circumstances.
- b. Claims for shortages, returns or overcharges must be made in writing
- c. For Equipment, the claim must be accompanied by a Return Material Authorisation (RMA) Form including details of:
 - i. Invoice or delivery docket number;
 - ii. Date of invoice;
 - iii. Model and serial number(s);
 - iv. Quantity for return or credit; and
 - v. Reason for return or credit directed to the company within the following time limits or prior to installation of Equipment:
 - If ordered in error by the Customer (will incur 10% handling charge), 7 days from delivery date;
 - Supplied in error by the company, 7 days from delivery date;
 - Short supply, 7 days from delivery date;
 - Received damaged, 7 days from delivery date;
 - Pricing error, 7 days from invoice date (if applicable);
- d. Once the RMA number is issued, the Equipment must be returned within 14 days clearly marked with the RMA number.
- e. If the Equipment is not damaged or defective and not returned to us in the original unopened packaging, it may be returned to the Customer at the Customer's cost.
- f. In the event of an incorrect order by the Customer, the Company will use reasonable endeavours to on sell the Equipment ordered, however if unsuccessful, no claim may be made against the Company by the Customer for the return of the Equipment.
- g. The Company may reject any claims on reasonable grounds.
- h. The company is not responsible for Equipment lost or damaged in transit following Delivery.
- i. No claims will be accepted for return of Equipment after their installation.

10. Cancellation or Variation

- a. A contract may, at the Company's option, be terminated in the event of insolvency of the Customer or of execution being levied against any of the Equipment/Service of the Customer being placed in liquidation, whether voluntarily or otherwise.
- b. An order may be varied only if such variation is accepted by the Company in writing and any variation or cancellation by the Customer (whether or not it has been

agreed to by the Company) may only occur on terms which will provide for the Company to be indemnified by the Customer against any loss or damage.

- c. The Company shall not be deemed to have agreed to comply with any specifications and drawings referred to in any order unless such specifications and drawings have been supplied to the Company prior to the commencement of manufacture or delivery of good and signed by the Company.

11. Information, Specification, Literature, Performance

- a. All descriptive speculations, illustrations, drawings, data, dimensions and weights furnished by the Company or otherwise, contained in catalogues, price lists and other advertising matter of the Company are approximate only and are intended to be by way of general description of the Equipment and shall not form part of the contract unless certified by the Company in writing, in which case they shall be subject to recognised tolerances.
- b. All technical information supplied is to be treated as strictly confidential and must not be passed on or copied in part or whole to any third parties without prior written consent of the Company.
- c. The Customer shall assume responsibility for ensuring the capacity and performance of Equipment being purchased is enough and suitable for his purpose. Note must be made of this condition in relation to products or systems designed to purchasers' specific requirements.

12. Design or Specification Changes

Any changes required by the Customer must be requested in writing and will not be deemed to be accepted by the Company until confirmed by the Company in writing. Any changes may affect prices and/or delivery previously noted.

13. Default by Customer

Without limiting any other rights, the company may have, if;

- a. The Customer fails to pay any amount owing to the company when it is due;
- b. Any step is taken to enter any arrangement between the Customer and its creditors;
- c. The Customer ceases to be able to pay its debts as and when they become due or to carry on business; or
- d. Any step is taken to appoint a receiver, receiver and manager, trustee in bankruptcy, liquidator, provisional liquidator or like person of the whole or part of the Customer's assets or business.

The company may:

- a. Require the Customer to pay immediately all amounts invoiced but not yet paid to the company;
- b. Require the Customer to pay in advance of or on delivery; or
- c. Suspend or cease supplying Equipment to the Customer, whether the Customer has ordered Equipment that have not yet been supplied.
- d. Terminate the contract.

14. Risk and Title

- a. Risk in the Equipment/Service passes to the Customer on the Delivery.
- b. Despite delivery or the passing of risk, ownership of Equipment remains with the Company until the Company has received full payment for the Equipment.
- c. The company shall always be entitled to enter any premises believed to be occupied by the Customer and recover any Equipment sold at any time by the company to the Customer to which title has not yet passed.

15. Guarantee

- a. In this clause, Guarantors means the person executing these Terms and Conditions as Guarantor.
- b. The Company's policy is not to perform services for companies unless the directors of the company are prepared to personally guarantee payment of all costs. If the Customer asking the Company to provide services is a company, then the Company asks that, in consideration of the Company agreeing to do so, the directors of the company jointly and severally indemnify the Company against the non-payment of all costs by the company and undertake and guarantee to pay any such amounts as remain outstanding from time to time. This indemnity applies to this and all future matters where the Company acts on behalf of the company (until the Customer gives the Company notice in writing to the contrary).
- c. The Guarantors hereby guarantee to the Company the punctual payment by the Customer to the Company of all sums of money becoming due, owing or payable by the Customer to the Company under the terms of and or as a result of these Terms and Conditions, including without limitation, in relation to future Equipment and any quotation ("the Guaranteed Monies") at the times and in the manner as set out in these Terms and Conditions or otherwise on demand.
- d. The Guarantors hereby guarantee the due and punctual performance and observance by the Customer of all and any of the covenants, provisions and stipulations on the part of the Customer to be performed and observed under and pursuant to these Terms and Conditions ("the Guaranteed Obligations").
- e. The Guarantors further indemnify the Company against and in respect of any damage, loss, claim, demand, cost, expense or obligation direct or indirect which the Company has or may suffer incur or sustain as a result of the Customer's failure to pay the Guaranteed Monies when due or to perform the Guaranteed Obligations when due.
- f. This guarantee and indemnity shall be a continuing guarantee and indemnity until the whole of the Guaranteed Monies are paid and the whole of the Guaranteed Obligations performed and shall be independent of and in addition to and in no way affected by any other security instrument or document which the Company may hereafter obtain or hold for any indebtedness or liability whatsoever of the Customer or other Guarantors to the Company.
- g. The liability of the Guarantors shall not be affected or discharged in any way whatsoever in the event that the Company grants or agrees to grant the Customer any time or any other indulgence or consideration or in the event that the Company compounds with or releases or assents to the winding up of the Customer or wholly or partially releases or discharges the Customer from any of the terms of these Terms and Conditions or in the event that the Company varies any of the terms of these Terms and Conditions.

- h. The Company shall not be bound at any time to exercise any of its rights under these Terms and Conditions or in any collateral or other contract and any omission failure of refusal by the Company so to do shall not prejudice, affect, discharge or diminish any of the liabilities of the Guarantors hereunder and the liability of the Guarantors hereunder shall not be affected or discharged by any other laches or mistakes on the Company's part.
- i. If by reason of any statute, rule of law or for any other reason whatsoever any covenant, term or condition of these Terms and Conditions is rendered unenforceable by the Company against the Customer then the Guarantors agree hereby at all times to indemnify the Company to the full extent in respect of the Guaranteed Monies or any part thereof which have thereby been rendered unrecoverable by the Company from the Customer.
- j. For the purposes of this guarantee, the Guarantors may be treated as the principal debtors under these Terms and Conditions (or any contract or agreement created pursuant thereto) and the Guarantors waive all rights either at law or under any statute that the Guarantors might otherwise be entitled to claim or enforce in respect thereof.
- k. Any notice or consent to be given or any demand to be made by the Company to the Guarantors under or pursuant to this guarantee may be given or made by writing under the hand of the Company or of any manager, acting manager, clerk, solicitor or any other person acting on behalf of the Company and may be delivered by prepaid post addressed to the Guarantors' addresses stated herein and any such notice consent or demand shall be deemed to have been received by the Guarantors on the day after posting or sending.
- l. The Guarantor hereby acknowledges and permits the Customer to place orders pursuant to these Terms and Conditions and that the guarantee herein shall include any liability or obligation owing by the Customer to the Company under such orders.

16. Attorney

For the purpose of giving full effect to these Terms and Conditions, and the powers hereby conferred, whilst any moneys now or from time to time are owing by the Customer to the Company, the Customer appoints the Company and any of its authorised officers, jointly and each of them severally, the true and lawful attorney of the Customer, to do anything in the name of the Customer, as the case may be, or of the Company, which the Customer, should do or should have done hereunder and to do all such acts, matters and things (including the execution of any deed, mortgage, bill of sale, charge, share transfer, transfer of land, any document in relation to any financing statement or financing charge statement under the PPSA, or any document in relation to any Security Interest, or any security agreement and other documents whatsoever) as such attorney may deem expedient for carrying out, or in connection with the exercise of all or any of the rights or powers herein contained or implied, to give effect to these Terms and Conditions.