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## TERMS AND CONDITIONS OF ORDER

### CONTRACT

This form, when properly signed and bearing an order number is the only form which will be recognised by Latronics as authority for charging goods and services to its account and supersedes all previous communications, negotiations, and arrangements. This form together with all documents attached hereto or incorporated herein by reference constitute the entire terms of order. No terms stated by the Supplier in accepting or acknowledging this order shall be binding upon Latronics unless accepted in writing by Latronics. The Supplier may not assign the whole or any part of this order without Latronics's prior written consent. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach of such provision or of any other provision.

### ACCEPTANCE OF ORDER

Upon receipt of this Purchase Order the Supplier or its duly authorised agent shall if and when called for sign and return the acceptance copy of Purchase Order to Latronics within 14 days of date of issue of the order. Such acceptance shall constitute the Suppliers acceptance of all specifications terms and conditions set forth in the Purchase Order and shall constitute the entire contract between the Supplier and Latronics and no representations or statements by any employee or agent not expressly covered by this Purchase Order shall be binding upon Latronics. Any objection to these conditions must be raised and settled before the Order is accepted or acknowledged.

### PRODUCT SUPPLIED WITHOUT PURCHASE ORDER

Latronics will not be responsible for Products supplied without a Purchase Order.

### QUOTE ORDER NUMBER

The Purchase Order Number must be quoted on all Delivery Notes, Invoices and correspondence.

### DELIVERY

It is a condition of this Purchase Order that delivery time is of the essence. If for any reason whatsoever the Supplier is unable to fill this order by the prescribed date the Supplier shall notify Latronics at once and apply in writing for acceptance by Latronics of the extension of time required. Latronics reserves the right to cancel this Order in whole or in part if deliveries are not made as stipulated herein. If any Order is so cancelled in whole or in part, the Supplier shall not be entitled to recover from Latronics any loses, costs, damages or expenses occasioned thereby.

### DELIVERY NOTE

A Delivery Note must accompany the delivery of the product.

### SUPPLIERS INVOICE

The Suppliers Invoice, which must be separate from the Supplier's Delivery Note, must be supplied for each order within 7 days of dispatch of the Product from the Suppliers Premises.

### INSPECTION

All products included in this Purchase Order (and all documentation associated therewith) are subject to inspection by Latronics and/or its nominated representative. Such inspection shall not relieve the Supplier of his responsibility as regards 'Performance and Workmanship Guarantee' or any other conditions of this Purchase Order. If upon or after any such inspection the Product is found to be unsatisfactory, defective or inferior quality other rights or remedies it may have, return the Product to the Supplier at the Suppliers expense. Upon the return of any unsatisfactory or defective Product, the Supplier shall reimburse Latronics for any amounts paid by Latronics on account of the purchase of the returned Product, and any cost incurred by Latronics in connection with the delivery or return of the Product.

### PERFORMANCE & WORKMANSHIP

#### GUARANT

The Supplier warrants that the Products supplied under this Purchase Order are free of defects in material, workmanship and, in design and fit for the particular purpose or use for which they are purchased and if manufacturing drawings are supplied by Latronics are in accordance with such drawings. The Supplier shall at its sole cost and expense replace all Products found to be defective, reasonable wear and tear expected, within a period of 24 months from the date upon which such Products are put into use or operation but not more than 30 months from the date of delivery or notification that Products are ready for dispatch from Suppliers works. This warranty is in addition to any and all, warranties offered by the Supplier and/or arising by operation of all and nothing contained herein shall be construed as limiting or restricting such warranties.

### LIABILITY

The Supplier shall be liable for any damage including any consequential loss or damage which may result from the supply or for failure to supply the goods or the failure of the goods to operate in accordance with their specifications.

### TIME

Time is of the essence of this order and the contract based thereon.

### PRECEDENCE OF DOCUMENT

Where the terms of this order (including and any of contract annexed to this form or incorporated in this order by reference) conflict with these Terms and Conditions of Order then the said terms shall take precedence over and be construed as varying these Terms and Conditions of Order to the extent to which the conflict occurs.

### LAW

The law of Queensland shall be the proper law of and govern this order and the parties hereto accept and submit to the jurisdiction of the court of Queensland, provided however, that Latronics may take such proceedings as it sees fit in the courts of any Country, State or Territory in which the Supplier is resident or the work is to be performed and the Supplier in such case accepts and submits to the jurisdiction of those courts.