CONDITIONS OF SALE

Note: These terms and conditions apply to the transaction to which this invoice relates and also to all future transactions between Intech Instruments Limited and you.

1. **Prices:** All prices are based on the factory price list as held by Intech at date of quotation, and also on rates of duty and primage, basic wages, freight, insurance and foreign exchange fluctuations at date of quotation. Any increase between the date of quotation and the date of delivery in direct costs other than the factory price resulting from variation in any of these factors or any other factor beyond the reasonable control of Intech shall be payable by the purchaser, provided the Buyer may cancel the Agreement within 7 days of notice of any increase in price. All prices quoted unless otherwise specified are in New Zealand dollars.

2. **Validity:** Unless previously withdrawn our quotation is open for acceptance for the period stated therein, or when no period is stated, within 30 days only from the date thereof, and is subject to confirmation by Intech at the time of such acceptance. The quotation is not deemed to have been accepted until all information required for indenting or ordering of items has been received.

3. **Government Approval or Import License:** Our quotation is subject to the availability of any necessary Government Approval or Import Licences and in the event of such approval or Licence not being forthcoming after reasonable efforts have been made by Intech, Intech may at its option determine the contract of sale and neither party shall have any claim against the other in respect thereof.

4. **Delivery:** Where a delivery period is quoted the period will commence when the purchaser accepts or is deemed to have accepted the quotation or upon the granting of Government approval or Import Licence where necessary or (where requested by Intech) upon receipt by Intech of all necessary information and drawings to enable the work to be put in hand whichever is the later. In no circumstances shall Intech be liable for late delivery by reasons of fire, strike, stoppages of work, war, Government action, transport delays, acts of God, shortages of supplies or manufacturers delays or any other cause whatsoever beyond Intech's control. Delivery shall be deemed to be made to the Buyer when the goods are despatched from Intech's premises or at the time when the Buyer is advised of the availability of the goods for dispatch in the event of the Buyer being unable to take delivery immediately. Where the goods are to be supplied and installed by Intech, delivery shall be deemed to be made when the goods are supplied and delivered to the Buyer's premises. Where it is agreed that the goods may be delivered by instalments each delivery is to be regarded as a separate contract and price payable accordingly. Failure of the Buyer to pay for one or more instalments of goods on due dates shall entitle Intech at its option to: a) suspend further deliveries pending payment; and or b) treat the agreement as repudiated by the Buyer.

5. **Passing of Risk:** Risk passes from Intech to Buyer on delivery from which time the goods shall be at the sole risk of the Buyer notwithstanding that payment for such goods may be payable in whole or in part at a later date.

6. **Property in the goods:** Until payment of the whole of the purchase, the property of the goods shall not pass to the Buyer not withstanding that the risk has passed to the Buyer on delivery as aforesaid. Pending full payment, the Buyer agrees to hold the equipment as bailee and in default of payment on the due date of any instalment to return goods in good order and condition to the company.

7. **Insurance and Transportation:** All insurance and transportation charges after delivery are the responsibility of the Buyer. Where requested, Intech will arrange transport and insurance for the goods on behalf of the Buyer and the cost thereof shall be paid by the Buyer.

8. **Damage, etc.:** Inspection of the goods shall be made by the Buyer immediately upon delivery and in the event of damage, incorrect execution or shortage, the Buyer shall notify Intech in writing within 3 days of receipt of goods, and shall similarly notify the carrier in the case of damage or shortage of goods. Intech shall not be liable in respect of damage or shortage caused in transit, but any insurance arranged as in clause 7 hereof shall be applicable. The Buyer shall afford Intech the opportunity to inspect the goods within a reasonable time following notice and before any use is made. If the Buyer fails to comply with the provisions the goods are conclusively presumed in accordance with the agreement and free of any defect/ damage apparent on reasonable examination and the Buyer has deemed to have accepted them.

9. **Payment**: Payment must be tendered to Intech in New Zealand currency (unless an alternative currency is stated on your invoice) at the registered office of Intech by the 20th of the month following the month in which the goods were dispatched. If you are a Cash Only customer, then payment must be received before dispatch of goods. Unless stated to the contrary, Intech reserves the right to charge interest at 10% per annum on overdue accounts

10. **Guarantee:** Equipment supplied by Intech Instruments Ltd, unless otherwise stated, is guaranteed against faulty workmanship and material for twelve months from the date of dispatch from Intech's premises. Intech's responsibility is limited to the replacement of defective parts whether the work is carried out on site or at Intech's premises. Equipment may be repaired under guarantee on site or at Intech's premises providing the equipment is returned to Intech freight paid. If the repairs are carried out on site travelling and accommodation costs may be charged at ruling rates. Should Intech be called upon to carry out work under guarantee and find that the fault is not due to faulty workmanship or materials on Intech's part then any costs involved will be added to the contract price and charged accordingly. The determination of whether goods are defective, and whether they will be repaired or replaced, shall be at the sole discretion of Intech.

11. **Limitation of Liability:** Intech's liability to you is strictly limited to its obligations under the guarantee. Intech accepts no responsibility for any other damage loss or losses arising from or in any way connected with the goods supplied or services provided whether directly or indirectly and whether by way of consequential loss or otherwise howsoever. If despite the exclusions of liability in this clause Intech is found to be liable to you, the liability shall be limited to the value of the goods or services supplied by Intech to which the claim relates. Intech gives no warranty that the goods are suitable for the purpose for which the Buyer proposes to use them and the Buyer must be satisfied, in the Buyer's own judgment, that such goods are in fact so suitable. As Intech may have no control over the inclusion of any goods as components of any process or equipment Intech gives no warranty that the goods will then function in any particular way.

12. **Returns and Non-Returnable Products:** Goods manufactured to order, custom-made items, and specially procured products are not eligible for return or refund, except where covered under Clause 10 (Guarantee). Returns of standard stock items must be requested within 30 days of delivery and are subject to Intech approval. Goods must be returned in original condition and packaging. A restocking fee may apply.

13. **Errors:** Quotations are subject to correction by Intech for omissions and typing errors.

14. **Definition:** Wherever the word "Intech" is used it shall be deemed to extend to and include Intech Instruments Limited or its successor or assignee.