

Terms and Conditions of Sale – Australia

By placing an order with Australian Energy Research Laboratories Pty Ltd, you agree to these terms and conditions. For information on warranty and service terms and conditions please refer to the AERL Terms and Conditions, Warranty and Service.

All products sold by Australian Energy Research Laboratories Pty Ltd (AERL) are done so on the terms and conditions stated herein and except as required by law.

Please confirm your acceptance of these terms and conditions before doing business with AERL.

Any purchase order must be in writing either by fax, written or electronic copy in response to AERL's offer and will constitute recognition and acceptance by the buyer of these terms and conditions as being the only conditions that will apply to the entire transaction. Any condition can only be varied by a written quote from AERL or the conditions of the sale contract accepted by the company in writing. An order confirmation will be sent upon processing of the order.

Quotations and Prices

Unless otherwise stated in writing, all quotations are firm for 30 days. All prices quoted are in Australian dollars and do not include GST. Offers provided as budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any liability or responsibility upon AERL.

All quotations maybe subject to exchange rate variation as stated in any offer made by AERL. The buyer will be advised in writing of the variation which will be applied at time of invoice. The exchange rates used will be based upon the exchange rate provided by the Westpac Banking Corporation on the day the goods are invoiced.

Stock Returns

No stock items sold and delivered may be returned to AERL without written authorisation and must be returned with a Return Merchandise Authorisation number (RMA). Any goods which are returned for credit must be returned within 30 days from date of invoice and will incur a minimum restocking fee of 20% of the invoice value.

All returned goods must be in "as new" condition and in their original unopened packaging. No freight or handling charges will be credited or paid for by AERL.

Terms of Payment

The terms of payment will be clearly stated on any offer provided by AERL and by accepting the offer by placement of order the buyer agrees to adhere to these terms.

Orders will not be processed until any required deposits have been paid and funds cleared.

Where a payment is required before delivery, the goods will not be despatched until funds are cleared.

Where a trading account has been established by the buyer with AERL, the buyer agrees to forward payment for any invoices within the terms of the account as shown on the invoice. A credit limit will apply to each account which is the maximum amount of credit that will be extended to the buyer at any time by AERL. If goods are due to be dispatched that will cause the buyer's credit limit to be exceeded, a payment will be required from the buyer that will ensure the credit limit is not exceeded after the goods have been invoiced. Any due goods will not be invoiced or dispatched until this payment has been received. It is the buyer's responsibility to ensure their credit limit is not exceeded or will not be exceeded by the invoicing of any due products.

Accounts which are not paid by the due date will be charged an accounting fee of \$20 per transaction and attract interest at a rate of 1% per month, accrued from the due date.

AERL may at any time, and at their sole discretion, vary the buyer's terms of credit if the buyer is in breach of these terms and conditions or for any other reason.

Account requirements

New buyers must pay for their first order on a cash basis, after which the buyer may apply for a credit account.

For a new credit account to be established or an existing account to remain open, a minimum purchase amount of AUD\$2000 per month must be transacted.

An account application form must be completed and sent to the AERL account manager prior to consideration for credit; approval or otherwise may take up to 28 days. The granting of credit will be at the sole discretion of AERL and no reason will be given for a declined application for credit.

Payment Options

Payment may be performed by EFT, Visa or MasterCard. A - 1% surcharge will apply to credit card payments.

Orders for non-account customers may be cancelled if payment is not received within 72 hours from the issue date of a proforma invoice.

Deposits

Custom/indent products

A minimum 35% deposit is required to be paid at the time of placing an order for any custom or indent items.

Other orders

Orders for other items including stock items may in some circumstances require a deposit. This will be included as required within any quotation or offer. Any required deposit is due to be paid at time of placing an order with AERL regardless of the customer's account status.

Cancellation of orders

Cancellation of orders for custom products will incur a cancellation fee as set by AERL.

Depending on costs already incurred at time of cancellation fee may be up to 100% of quoted value.

Cancellation of orders for stock items within 48 hours of the despatch date will incur a 10% cancellation fee.

Freight costs and conditions

Unless otherwise stated in writing by AERL, all freight costs will be charged to the buyer and will be itemised on the sales invoice. Unless nominated by the buyer, AERL will dispatch the goods via their chosen carrier.

Where the buyer nominates their own freight carrier they will also be required to take responsibility for the insurance of the goods being dispatched. Under these conditions AERL will take no responsibility for the goods once they have left the premises of AERL.

It is the buyer's responsibility to ensure the consignment is received in good condition. If the product has been damaged in transit, the buyer MUST note the nature of the damage on the "proof of delivery" or notify the freight company within 24hrs of receiving the goods. All cases of damaged goods MUST be reported to AERL within 48 hours of the buyer receiving the goods.