

LUEHR FILTER AUSTRALIA PTY. LTD.

ABN 29 605 054 948

CONDITIONS OF PURCHASE

1. Luehr Filter Pty. Ltd., hereinafter called "the Company", will not be bound by any order unless it is issued on the Company's official order form and duly signed by personnel authorised to do so, and will not recognise nor accept any variation or the order unless such variation is approved in writing by the Company.
2. All goods delivered or services provided which are not covered by an order, or variation thereto, may be returned or dealt with as the Company deems fit, at the suppliers risk and expense.
3. All goods and services shall be within the time stated. If the supplier fails to supply goods or services specified in the order within the time stated, or supplies goods of an inferior quality to the specification or sample provided, the Company shall have the right to purchase elsewhere and charge the supplier named on this order with the difference between the cost of such goods and the price stated on the order and reduce same from monies which are or may become due to the supplier.
4. Goods or services must be supplied within the time stated on the order. Should the supplier not fulfil the order in each and every particular, the Company shall have the right forthwith to terminate the order by notice in writing to that effect.
5. All goods shall be delivered at the place specified in the order and no cost for freight shall be included on the Invoice unless specified on the order. Charges for packing or casing shall not be accepted, if not stated on the order.
6. Any goods found either on delivery or subsequently to be not to specification, or to be inferior in quality or in any manner defective or not otherwise in accordance with the order, will be liable to rejection either in whole or in part and returned to the supplier at the suppliers risk and expense.
7. If requested, the supplier shall give the Company's duly authorised representative reasonable access to the supplier's premises for the purpose of inspection during manufacture, the goods to be supplied and the materials to be used, in their manufacture. This representative shall have no authority to accept the goods on the Company's behalf.
8. The supplier shall pay royalties and fees on patented articles, processes and registered designs and indemnify the Company from all claims in respect thereof.
9. Patterns, drawings and samples supplied by the Company will remain Company's property and must be returned in good order and condition on completion of the order. The supplier shall! Replace free of charge any patterns, drawings, samples or other property of the Company which may be lost damaged or destroyed when in charge or control of the supplier.
10. All equipment supplied against this order whether individually or in boxes, cartons etc., shall be individually tagged or otherwise identified by label, indicating order number, project number, date of supply, name of supplier, description of items, number of items and item number.
11. All goods shall be accompanied by a delivery note quoting the Company's order number, quantity, description etc.
12. The Company may cancel the order should the supplier become bankrupt, or being a Company, be wound up compulsorily or pass or purport to pass a resolution to enter into liquidation or have execution levied on its goods or enter into an arrangement with Creditors.
13. Without the Company's prior consent in writing the supplier shall not advertise or announce the fact that it supplies goods to the Company.