

TERMS & CONDITIONS OF SALE – LECO Australia Pty Ltd

Unless LECO Australia Pty Ltd ABN 68 001 805 965 (hereinafter called the Company) agrees in writing to any alteration, the Purchaser's order is accepted subject to the following conditions which apply to the whole or any executed part of an order.

1. Cancellation

No cancellation of a purchase order held by the company will be accepted. The purchaser acknowledges that by the issue of their purchase order to the company, they are aware of this clause prohibiting subsequent cancellation of that purchase order.

2. Price and Payment

- a) All prices are net unless stated otherwise. Prices quoted are subject to exchange rate variations. Should exchange rates quoted vary within the validity period of this quotation, the company reserves the right to vary prices accordingly in consultation with the client. Quotation Validity is 30 Days from date of issue unless otherwise stated on first page of Quotation.
- b) Price basis is Ex-Castle Hill NSW AUSTRALIA unless otherwise stated on first page of Quotation. Any additional import duties that may be introduced at the time of importation are additional where applicable.
- c) Payment for invoiced amounts less than AUD 20,000 is to be made in full within thirty (30) days following the date of delivery (unless quoted for a lesser period). A 30% deposit is required on placement of order for orders over AUD 20,000 with the balance owing (70%) payable in full within thirty (30) days following the date of delivery. Until payment in full is received, the possession of the goods remain with the Company.
- d) LECO Australia reserves the right to invoice the purchaser for the goods and apply warehouse storage charges where the client delays the delivery of goods by more than 60 days.
- e) On quotations, Goods and Services Tax (GST), or any other value added taxes is not included and will be additional if applicable unless otherwise stated on first page of Quotation.

3. Customer Export Controls

- a) As a customer of LECO Australia and LECO Corporation your company acknowledges and understands that LECO products are subject to the customs and export control laws for both the United States of America and Australia. In connection with any use, resale, re-export or transport of LECO products outside of Australia, New Zealand, Papua New Guinea and South Pacific Region, your company agrees that it is responsible to comply with applicable US and Australian laws and regulations. As such your company agrees that it shall not sell, assign, re-export or otherwise transfer LECO products to any geographic destinations, intermediary recipients or end users that are embargoed, sanctioned, or otherwise restricted by US or Australian laws and regulations.
- b) Final destination and end user company names for installation of equipment offered must be advised on placement of order to obtain appropriate US Department of Commerce Export Licenses.

4. Delay in Delivery and Force Majeure

- a) Delivery and availability dates are approximate only and may be extended by public holidays or bad weather. The Company will use its best endeavours to maintain these estimates and no liability is accepted for delay from any cause whatsoever. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this contract/Agreement for failure or delay in fulfilling or performing any obligation under this Contract/Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, changes of government policies, insurrections, riots, strikes, lockouts or other labour disturbances, pandemics and such other events as are outside the parties' control; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.
- b) The Company does not accept orders under penalty for late delivery.

5. Warranties

Instruments sold by LECO Australia Pty Ltd are warranted to be free from defects in material and workmanship for a period of twelve months from the date that LECO Australia ships the instrument to the client, or from the date that LECO Australia informs the client the instrument is ready to ship. Any delivery or installation delays caused by the client will not alter the warranty start date. During the warranty period of a new instrument, the Company will repair or replace, free of charge, any part(s) that prove to be defective due to faulty workmanship and materials. This obligation does not include travel expenses to repair or replace defective parts outside a 200km radius from the GPO of the following metropolitan areas, Sydney, Brisbane, Melbourne, Adelaide, Perth, Auckland (New Zealand), nor does it cover failure due to accident, abuse, neglect, misuse or not obtaining instructions for installation, or installed by unqualified personnel. Expendable items such as Crucibles, Combustion Tubes, Ceramics, Chemicals, Glass Ware, Bulbs, Thermocouples and items of like nature are not covered by the Warranty. In no event shall damages for defective goods exceed the purchase price of the goods, and LECO Australia Pty Ltd shall not be liable for incidental or consequential damages whatsoever. The Warranty on Spare Parts and Consumables sold by LECO Australia Pty Ltd is for 90 days only from the date of dispatch from the Company. Equipment not manufactured by LECO is covered to the extent of warranty provided by the original manufacturer and this warranty does not cover any equipment, new or used, purchased from anyone other than LECO Corporation.

The warranty on LECO equipment remains valid only when genuine LECO replacement parts and consumables are employed. Since LECO has no control over the quality and purity of parts not manufactured by LECO, the specifications for accuracy of results using LECO instruments are not guaranteed unless genuine LECO consumables are employed for the operation of LECO instruments. Full warranty details are available on request.

6. Limitation of Liability

- a) The Company and the Purchaser hereby agree that to the extent permitted by law in the event of any loss, damage or claim arising out of a breach of one or more of the consumer warranties and/or the Manufacturers Warranty the liability of the Company is limited to, at the option of the Company, the repair or replacement of the goods or the cost of such repair or replacement or in the case of services, to the supplying of the services again.
- b) Parts and labour for repair or replacement pursuant to sub-clause (a) herein shall be provided by the Company during normal working hours and the Company shall have no liability for the cost of transportation of the goods.
- c) The Purchaser hereby releases the Company from any claim, action or liability for consequential loss or damage to persons or property including, loss of use of the goods or of profits, arising by reason of delay, non-delivery, defective materials or workmanship, negligence or any act matter, conduct or thing done, permitted or omitted by the Company.
- d) The Company accepts no responsibility for loss of or damage to or maintenance of secrecy with respect to any plans, drawings, samples or other materials supplied by the Purchaser to the Company.

7. Installation (Only Applies to the Sale of Analytical Instruments and not Metallographic Instruments or Hardness Testers)

- a) The quoted price includes installation, start-up and one on-site operator training course for the purchaser's designated LECO instrument operator(s) (limited to two operators) by a qualified LECO representative, and setting up the purchaser's main application for the product.
- b) In the case of equipment which the Company undertakes to install, it is the Purchaser's responsibility to provide the service utilities required, e.g. electric power outlets, drains, water outlets, compressed air lines, etc. If special handling equipment is required such as heavy lift gear for movement of equipment to and/or at the installation site the cost of hiring or using such equipment and any associated charges will be additional for the Purchaser's account. Installation will be carried out as soon as practicable after delivery and during normal business hours. Unless otherwise mutually agreed the Company's responsibility to install such equipment may cease if the installation is deferred by the Purchaser for an indefinite period.

8. Goods

Wherever used "Goods" include the items and services quoted and any associated equipment, accessories, parts and tools.

9. Return of Goods

It is a condition of the sale of the goods that the Company is not obliged to accept the return of goods for credit. In those instances where the company has agreed to accept the return of goods for credit, all of the following conditions will apply:

- a) Invoice number must be supplied:
- b) Packaging: Where goods were originally supplied in a special Manufacturer's carton, any return shall be made in that original carton and the goods shall be in their original and unmarked condition, complete with any instruction sheets supplied.
- c) Freight: Outward and inward freight and transport charges are the responsibility of the Purchaser, if not prepaid by the Purchaser, freight will be deducted from the amount of credit.
- d) Goods not returnable:
The following cannot be returned for credit under any conditions:-
 - i) Any merchandise specially made or configured;
 - ii) Any goods altered or damaged by the Purchaser;
 - iii) Any goods having an invoice value of twenty dollars or less;
- e) For all Areas goods must be returned within 14 days of date of dispatch in new condition as supplied.
- f) A restocking fee of 15% of the invoice value will be charged.

10. General

- a) If these Conditions of Sale which shall only be varied, modified or rescinded by written agreement (executed by the Company) differ in any respect from the Purchaser's order, then the purchaser acknowledges and agrees that the Company's Conditions of Sale shall prevail over the conditions of their purchase order.
- b) If by any reason of any legislation, regulation, government action or other cause beyond the Company's control any charge import duty or expenditure of any kind which is not at present chargeable or applicable, is imposed becomes payable or applicable, or is incurred upon, to, or in respect of the goods hereby sold, it will be to the Purchaser's account.