

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS & SERVICES

OF

OzValue Ag Pty Ltd

1. GENERAL

- 1.1. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by OzValue Ag to the Customer.
- 1.2. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by OzValue Ag.
- 1.3. These Terms and Conditions, in their present form or as changed pursuant to these conditions, together with the relevant credit application form, invoices and Purchase Orders exchanged between the parties, form the Contract.
- 1.4. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which OzValue Ag may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 1.5. Nothing in these Terms and Conditions shall affect the Customer's statutory rights.

2. THE ORDER

- 2.1. The Quotation attached to these Terms and Conditions shall remain valid for a period of 30 days.
- 2.2. The Customer shall be deemed to have accepted the Quotation by placing a purchase order with OzValue Ag ("the Order").
- 2.3. All Orders for Goods and Services shall be deemed to be acceptance of the Quotation pursuant to these Terms and Conditions.

3. PRICE AND PAYMENT

- 3.1. The price for the Goods and Services is as specified in the Quotation and is inclusive of any applicable charges outlined in the Quotation.
- 3.2. Payment of the price shall be in the manner specified in the Quotation.

4. GOODS AND SERVICES TAX (GST)

Any supply of the Goods under the Order is a taxable supply within the meaning of the GST Law, the price for the Goods will be increased to include GST payable by OzValue Ag. All rebates, discounts or other reductions in price will be calculated on the GST exclusive price.

The parties agree that:

- 4.1. the parties must be registered persons within the meaning of the GST Law;
- 4.2. OzValue Ag must provide tax invoices to the Customer in the form prescribed by or for the purposes of the GST Law; and
- 4.3. costs required to be reimbursed or indemnified excludes any amount that represents GST for which an input tax credit within the meaning of the GST Law can be claimed.

5. DELIVERY

5.1. The date of delivery specified or agreed to by OzValue Ag is an estimate only. While OzValue Ag will use all reasonable endeavours to deliver by the date specified in the Order, time for delivery shall not be of the essence of the contract and OzValue Ag shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

5.2. All risk in the Goods shall pass to the Customer upon delivery.

6. TITLE

Title in the Goods shall not pass to the Customer until OzValue Ag has been paid in full for the Goods.

7. CUSTOMER'S OBLIGATIONS

To enable OzValue Ag to perform its obligations the Customer shall:

7.1. obtain all necessary permissions, licenses and consents which may be required before the commencement of operation of the goods, the cost of which shall be the sole responsibility of the Customer; and

7.2. comply with such other requirements as may be set out in the Quotation or otherwise agreed between the parties.

8. OZVALUE AG'S OBLIGATIONS

8.1. OzValue Ag warrants that the Goods will, at the time of delivery, correspond to the description given by OzValue Ag.

8.2. OzValue Ag shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

9. CANCELLATIONS AND REFUNDS FOR GOODS ONLY

9.1. Where the Goods are faulty or do not comply with the contract, the Customer must notify OzValue Ag within 7 days of delivery. If requested by OzValue Ag the Goods must be returned to OzValue Ag within 7 days of the notification.

9.2. For goods that are Ordered for the Customer a deposit must be paid before OzValue Ag will place the Order with the Supplier. Once OzValue Ag has placed such an Order, or after 5 days (whichever comes sooner), these deposits are non-refundable.

9.3. If the Goods have been dispatched to the Customer then it will not be possible to cancel the Order.

10. WARRANTY

OzValue Ag warrants all Goods as per the Warranty which is sent to the Customer on delivery of the goods.

11. LIMITATION OF LIABILITY

11.1. OzValue Ag shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.

11.2. OzValue Ag shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

- 11.3. For the avoidance of doubt, time shall not be of the essence and OzValue Ag shall incur no liability to the Customer in respect of any failure to supply the Goods or complete the Services by any agreed completion date.

12. INTELLECTUAL PROPERTY

Any technical information, knowledge or processing methods at any time transmitted either orally or in writing by OzValue Ag to the Customer shall remain the property of OzValue Ag and shall be considered absolutely confidential by the Customer who shall not use them for any purpose nor sell transfer or divulge them in any manner to anyone without the prior written consent of OzValue Ag.

13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Victoria and the parties hereby submit to the exclusive jurisdiction of the Victorian courts.

14. DEFINITIONS

In this document the following words shall have the following meanings:

- 14.1. "Customer" means any person or company who purchases Goods and/or Services from OzValue Ag;
- 14.2. "Goods" means any material, plant, item or equipment specified in the Quotation;
- 14.3. "Quotation" means a statement of work or other similar document describing the Goods and Services to be provided by the OzValue Ag;
- 14.4. "Services" means the services specified in the Quotation;
- 14.5. "OzValue Ag" means OzValue Ag Pty Ltd of 6 Wiltshire Lane, Delacombe, Victoria 3350, with registered office at the same address;
- 14.6. "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by OzValue Ag.
- 14.7. "GST" has the same meaning as in the GST Law;
- 14.8. "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).