



COMPUBATCH SYSTEMS PTY LTD

ABN 15 003 976 501

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Compubatch Systems Pty Ltd - Standard Terms and Conditions of Sale.

The following Terms & Conditions apply to All Sales – Including Computer Systems, All General Sales, Installation and Maintenance Work for Electrical and Scale Systems.

1. Compubatch Systems Pty Ltd is hereafter referred to as Compubatch.
2. All sales by Compubatch are upon the terms and conditions of sale contained herein only any and all statutory terms conditions and warranties so far as permissible by law are superseded or waived by these terms. Any condition held to be invalid illegal or unenforceable is severable so as not to effect the balance of these terms and conditions of sale.
3. These Terms & Conditions and any subsequent amendments supersede any previous agreements whether written, implied or oral between the Customer and Compubatch.
4. Any order or verbal direction to proceed placed by the Customer or its servant or agent is deemed to be an acknowledgement and acceptance for all purposes by the Customer of these Standard Terms & Conditions of Sale, irrespective of any individual contract or Purchase Order terms or conditions or any contractor agreement issued by the Customer or its agents or third party contractors. These terms and conditions have precedence over any terms or conditions of any kind issued by a Customer at any time whether prior to, contemporaneous with or subsequent to the placement of the order.
5. All installations of hardware and software by Compubatch are on the basis of the agreed specifications between Compubatch and its Customer and Compubatch accepts no responsibility or liability for the correctness of any specification expressly approved by the Customer its servants or agents.
6. The Customer will not carry out any modifications amendments or alterations to any of the goods sold whether computer hardware, peripherals or software without the express written consent of Compubatch, this includes but shall not be limited to, the modification or upgrade of the Compubatch software or programmable logic controller software component of any system by any third party supplier employee servant or agent of the Customer.
7. Should any modifications amendments or alterations referred to in 6 above be carried out without the express written consent of Compubatch all warranties by Compubatch whether contractual or statutory are thereby avoided. The Customer hereby indemnifies Compubatch against each and any suit claim or demand arising directly or indirectly or consequently from each and any such modification amendments or alterations and indemnifies Compubatch for any claim award or damages arising therefrom.
8. Any Batch & Discharge control centre agreed to be installed by Compubatch is a "Batch Plant Control Device". It is not a quality control device. Compubatch will not be liable for incidental or consequential damages arising out of the use or operation of the Batch & Discharge Control Centre its hardware, peripherals or software. In the event of defect Compubatch's sole responsibility shall be to modify or replace the system to conform with the previously agreed specifications. The Customer agrees that Compubatch shall not be liable for any consequential or other damages whatsoever arising out of the use of the system. The Customer acknowledges that they are responsible for ensuring that each batch meets its own customers order requirement and all quality control thereof and the correctness of any system generated invoice is the responsibility of the Customer.

9. The Customer will immediately upon occurrence and without delay inform Compubatch of any system or alleged system created errors, malfunctions, shut-downs, or other incidents requiring attention. Compubatch will not be responsible for any damages, direct or indirect or any consequential loss arising from any such errors, malfunctions, shut downs, or other incidents which were not notified to it immediately upon occurrence or as a result of any unauthorized tampering with either hardware or software. The Customer agrees to keep Compubatch harmless and hereby indemnifies it from any suits, claims, or demand and any damages arising therefrom – including the cost of wastage and or materials and dumping charges.
10. Compubatch warrants the system free from defects in materials for a period of twelve (12) months from delivery. This warranty does not cover items which have a manufacturers warranty which Compubatch is entitled to transfer to the Customer in which event Compubatch agrees to transfer the whole of the benefit of any and all such manufacturers' warranties to the Customer. Except where specifically stated, all warranties offered are "Back to Base" warranties. The Customer agrees to and must comply with any and all terms of the manufacturer's warranty and shall be responsible for any freight or handling charges incurred in returning the equipment back to the nominated service centre. Should the Customer request warranty service "On Site", then the Customer agrees to pay all labour, travelling & freight costs associated with the provision of the on site warranty service. Compubatch will not be liable for any damages resulting from a breach of warranty terms whether or not the Customer was aware of the terms. Failure to observe all warranty terms and conditions may at the discretion of Compubatch or in the case of a manufacturer's warranty the manufacturer void all warranties and the honouring of any further claim will be at the complete discretion of Compubatch or the manufacturer as the case may be.
11. Any software supplied with this system is copyright and is designed specifically to suit the plant on which the controls are initially installed. Any attempt to copy this software can cause malfunctions in plant operations and will void all warranties. Should any such malfunction occur, replacement of software will be at the discretion of Compubatch and at additional cost to the Customer which shall include but not be limited to royalty, labour and materials.
12. The control of the batch formula is the responsibility of the Customer. Consistent with these terms Compubatch warrants that the system will control the mixture of the batch in accordance with the Customer's programmed formula and the systems design specifications. Compubatch does not warrant that any batch prepared by the system will be fit for any purpose whatsoever.
13. It is the responsibility of the Customer to ensure that any "point of sale" information generated from the control system or its ancillary equipment is correct at the time of despatch. Compubatch will not be liable for any loss or damage incurred due to any errors generated by the insertion of any incorrect information or system or equipment failure.
14. The Customer acknowledges that they are responsible for any plant modifications or upgrades to ensure that the system supplied can produce product within the specification required. Compubatch shall not be held liable for any damage arising from the inability or failure of any plant mechanisms to operate consistently and in a reliable manner or the failure of the Customer to carry out such rectifications as required.
15. Following any installation, electrical or mechanical service work, repair, calibration service, testing or commissioning of any plant control device or any site infrastructure by Compubatch or its authorised agents, the Customer acknowledges that they are responsible for verifying the correctness of every function of external operation of the control device or installation infrastructure concerned prior to the use of such equipment in normal trade. Compubatch shall not be held liable for any damages arising from any malfunction or the failure of the Customer to carry out such verification and the Customer agrees to keep Compubatch harmless and hereby indemnifies it from any suits, claims, or damages arising therefrom. Compubatch's sole responsibility shall be to modify the system or infrastructure to conform with the previously agreed specifications. Compubatch accepts no liability for the failure of any existing plant component or device that fails, malfunctions or is rendered inoperable due to age or any other reason during any testing or service procedure.

16. Any Customer who purchases any complete system, component, device or any electrical, mechanical or scale testing service provided by Compubatch or its agents, acknowledges that they (the Customer) have the sole responsibility for ensuring that the product or products produced by the Customer at the location where Compubatch has provided goods and or services, meets the specification required by the Customer's client (s) and the Customer's own quality assurance standards. Compubatch will not be responsible for any damages, direct or indirect or consequential loss arising from the production of any substandard product by the Customer. The Customer agrees to keep Compubatch harmless and hereby indemnifies it from any suits, claims, or damages arising therefrom. Compubatch's sole responsibility shall be to rectify any malfunction as directed by the Customer, to conform to the previously agreed specifications. Compubatch accepts no responsibility for the malfunction or failure of any existing component of plant infrastructure, (whether it is an individual component or part of an assembled system, even if it appears to be functioning normally at the time of any inspection), which renders any product produced by the Customer sub standard. The Customer is solely responsible for ensuring that any product produced is within specification and Compubatch accepts no responsibility if the Customer fails so to do. For further clarification Compubatch Systems are not quality control devices and are not to be used as such.
17. Unless specifically agreed otherwise, all freight and insurance costs for equipment supplied by Compubatch shall be borne by the Customer.
18. Delivery time quoted is contingent upon Compubatch receiving from suppliers all equipment required for the manufacture of the systems quoted and is subject to delays after the date of quotation resulting from any strikes, lockouts, wars, accidents, fires, transport or subcontractor delays and also any delays in information requested from the Customer with regard to plant specifications and procedures and the receipt of Customer's purchase order and agreed deposit. System manufacture or provision of service will not commence until the agreed deposit is paid. Compubatch will not in any event be liable for any damages due to delays in supply or installation or for delays caused by changes in our supplier's specifications, incorrect supply or their inability to supply.
19. Compubatch will not be liable for any losses incurred by the Customer due to delays caused by inclement weather that prevents the completion of any contracted task within any specified period. Where the Customer engages Compubatch to provide labour for any purpose and Compubatch is prevented from providing the contracted service due to inclement weather or any other natural disaster or any event beyond the direct control of Compubatch then the Customer agrees to pay all costs for labour, travel and accommodation expenses incurred by Compubatch due to the delays caused by these events. The Customer retains the right to reschedule the work provided the Customer meets all costs incurred by Compubatch its contractors; subcontractors or agents.
20. Compubatch will endeavour to attend to the Customer's request for service within a reasonable time frame, however, attendance is not guaranteed and Compubatch will not be held liable for any losses by the Customer in the event of Compubatch's inability to provide services as may be required from time to time by the Customer.
21. Unless specifically stated to the contrary, all quotations do not include Goods and Services Tax (GST) or any other duty (including Stamp Duty) or tax which may be applicable in the country state or territory where the products or services quoted are sourced or installed. GST and any other duties or taxes applicable, will be additional to the quoted price at the prevailing rate at the time of invoice. All prices are quoted in Australian Dollars unless stated otherwise.
22. The Customer is responsible for the security and insurance of all equipment – hardware and software – fixed or freestanding, delivered by Compubatch to the location advised by the purchaser.

23. Compubatch retains the legal title to all goods supplied until such time as all monies owing by the Customer are paid in full. Goods supplied by Compubatch on account may be subject to a *Purchase Money Security Interest* (PMSI) as designated under the *Personal Properties Securities Act 2009*. Any such registration will be made prior to delivery of the goods and the PMSI will be designated a super-priority under the act. Any such registration will be removed upon payment of all monies owed for those goods or intellectual property licences supplied by Compubatch. Until all goods are paid for in full, the Customer must store all goods including other goods into which they have been incorporated in a safe and secure manner. If the Customer fails to settle its account in full by the due date, the Customer must deliver up the goods to Compubatch on demand and in default of delivery Compubatch may by its servants enter the Customer's premises or elsewhere at any time without notice to repossess the goods. The Customer expressly authorises Compubatch to remove locks or otherwise forcibly gain entry to the premises upon which the goods are kept and if necessary dismantle any system or device into which the goods have been incorporated to re-possess the goods. Compubatch its servants or agents shall not be liable for any damage to premises, goods, systems or devices howsoever caused arising directly or indirectly from such repossession.
24. Where Compubatch approves credit facilities for payment for the provision of goods and services, the Customer agrees to pay all Compubatch Tax Invoices in full, no later than the agreed date or schedule previously negotiated or otherwise 30 days from the date of each invoice. Where specific promotions are offered in any individual quotation provided by Compubatch, the Customer agrees to pay all Tax Invoices according to the payment terms contained within that quotation. This agreement applies irrespective of any terms of payment employed by the Customer whether enunciated or not. All payments not received by Compubatch by the due date will incur interest charges at the prevailing rate as stated on the Compubatch Tax Invoice. The Customer by failing to meet the due date for payment for goods and or services acknowledges and agrees that they will pay any subsequent invoices for the interest due on the overdue payment. Interest invoices are generated weekly and are payable within 7 days.
25. Where the Customer is in default of payments due, either under standard trading terms or by the agreed terms of payment stated in any quotation, they acknowledge that further provision of goods and services will be withheld until such time as all overdue accounts, including interest charges, have been paid in full. Compubatch shall not be held liable for any damages included but not limited to consequential damages that may result from such a withdrawal of goods and or services. Reinstatement of the Customer's account will be at the absolute discretion of Compubatch.
26. Unless specifically stated elsewhere or in any individual offer by Compubatch to provide labour for on- site or workshop based work of any kind, electrical, electronic, scale, mechanical or software related, all quotations for labour are based on that work being completed during Compubatch's normal business hours – Monday to Friday - 7.00am to 3.30pm Australian Eastern Standard Time or if applicable Australian Eastern Summer Time. Any requirement by the Customer for Compubatch to work outside these hours for any reason will be charged at the applicable overtime rates based on the prevailing industrial award or individual Enterprise Bargaining Agreement.
27. The name "Compubatch Systems" and orbital scale logo is the Registered Trademark of Compubatch Systems Pty Ltd. The use of the name and the logo in any media is forbidden without the express written consent of Compubatch Systems Pty Ltd.