

## Conditions of Sale

### **Prices**

1. The price quoted is subject to alteration at the date of delivery arising out of any increase or decrease in any charges, duties or taxes imposed by any Government or Statutory Authority applicable to the goods or this contract.

### **Payment**

2. The customer will pay H-Line for the goods prior to the time of the delivery unless otherwise agreed in writing by H-Line. All outstanding payments (after agreed dates) by the customer to H-Line will bear interest on a daily basis charged on the overdraft rate charged by the Bank of Queensland.

### **Force Majeure**

3. If either party is unable to perform in whole or part their obligations under this agreement by reason of any fact or circumstance beyond their control, then that party shall be relieved of that obligation to the extent and for the period that it is so unable to perform and shall not be liable to the other party in respect of such liability.

### **Variation in Goods**

4. Notwithstanding changes in construction and design of the goods made by the manufacturer, the customer will accept in performance of this contract the corresponding standard model of the manufacturer current in Australia at the date of delivery. No order may be cancelled except with H-Line's written consent and on terms, which indemnify H-Line against any loss arising.

### **Warranty**

5. This clause shall operate to the extent permitted by law. Subject always to certain laws, which make certain warranties, conditions, and representations incapable of exclusion or limitation:
  - (a) The only warranty applicable to the goods is H-Line's standard warranty (if any) and all other warranties, conditions and representations express or implied whether Statutory or otherwise are hereby excluded.
  - (b) No responsibility arising in any way (other than under H-Line's standard written warranty) whether original or vicarious and whether arising in negligence or otherwise is undertaken by H-Line or its employees or agents.
  - (c) H-Line's liability under the Trade Practices Act 1974 (or its equivalent) is limited to the lowest amount equal to the cost of replacing the goods, or the cost of repairing the goods, or the cost of obtaining equivalent goods.

### **No Substitution**

6. Any warranty hereunder will be rendered void if non-H-Line components are substituted in place of H-Line goods or parts in a structure and the customer will indemnify H-Line against any loss arising from such substitution.

### **Identification of Goods**

7. The customer agrees not to obliterate, deface, or cover up plates or marks on the goods, indicating that the goods were manufactured or supplied by H-Line.

### **Erection of Goods**

8. The customer agrees that it and any third parties in possession of the goods will only erect and utilise the goods in accordance with the manufacturer's instruction manual and wind loading specifications.

### **Retention of Title**

9. Title in the goods shall not pass to the customer until paid for in full. Where title has not passed, the customer hereby irrevocably authorises H-Line to enter into any premises where the goods are located for the purpose of retaking possession of the goods without liability for trespass. The customer acknowledges and agrees that although the goods may appear to be affixed to real property for the purposes of this contract the goods are not to be considered as fixtures, or part of the land, and will be retaken or repossessed in accordance with this contract.

### **Indemnity**

10. The customer will indemnify H-Line and the manufacturer and keep H-Line and the manufacturer indemnified at all times for all losses, damages, costs and expenses (including all legal expenses) suffered or incurred by H-Line or the manufacturer resulting from or incidental to this Sale Agreement.

### **Risk**

11. Risk in the goods will pass from H-Line to the customer upon delivery and thereafter the customer is responsible to maintain all necessary insurance on the goods.

### **Acknowledgement of Customer**

12. The customer acknowledges that it has read and understands the above terms and conditions, and that these terms and conditions prevail over all conditions of the customer's order. No warranty, assurance or representation has been made to the customer otherwise than herein contained. In the choice of goods the customer has relied entirely on its own knowledge and judgement. The customer confirms that it will inspect the goods on delivery and will advise H-Line within 24 hours if the goods are not of merchantable quality and fit for the purpose of the customer. No error or misdirection shall invalidate this contract. All material particulars on this order have been completed prior to its being signed by the customer. Subject to this clause, H-Line is not responsible for any claim by the customer for shortage or fault with the goods and is under no obligation to accept returned goods.

### **General**

13. If any terms or provisions or part thereof of this contract is or shall be for any reason invalid, or unenforceable, the validity and enforceability of the remainder hereof shall be in no way affected thereby. This agreement is governed by and shall be construed in accordance with the laws in force in the State of Queensland.