

SWIFT ELECTROPLATERS NSW PTY LTD

TERMS AND CONDITIONS OF SALE

Effective from commencement of business on 1st May 2023

These are the Terms and Conditions upon which Swift Electroplaters NSW Pty Ltd abn 1400 3677 601 sells and quotes for the sale of Goods and Services (hereafter "Terms and Conditions"). These Terms and Conditions replace all previous Terms and Conditions.

DEFINITION AND INTERPRETATION

1.1 Definitions:

In these Terms and Conditions unless the context otherwise requires:

- a). "Customer" means the Person named in the Sales Invoice or Quotation.
- b). "Sales Invoice" means the sales invoice issued by the Seller to the Customer in which these Terms and Conditions are or are deemed to be incorporated.
- c). "Seller" means Swift Electroplaters NSW Pty Ltd abn14003677601 unless the sale is expressed to be made by the Seller as agent of a Person named in the Sales Invoice or Quotation in which case the Buyer acknowledges that Swift Electroplaters NSW Pty Ltd acts only as agent of the Person so named.

1.2 Interpretation

- a). Any special conditions specified on a Quotation or Sales Invoice shall to the extent they are inconsistent with these Terms and Conditions take precedence over these Terms and Conditions.
- b). The expression "Person" includes an individual, the estate of an individual, a body politic, a religious organisation, a church, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.
- c). Words importing the singular shall include the plural and vice versa.

2. GOVERNING TERMS AND CONDITIONS

These are the only Terms and Conditions which are binding upon the seller with the exception of those otherwise agreed in writing by the Seller or which are imposed by statute and which cannot be excluded.

3. TERMS OF PAYMENT

- a). Unless agreed to the contrary, where the Customer has established and maintained credit facilities with the Seller terms of trading are nett payment by the last day of the month following the date of the Sales Invoice.
- b). Failure to make payment of any monies owing on or before any due date will constitute a breach of contract and the Seller may treat the whole contract as repudiated and act accordingly. The Seller may before any further delivery against any order require payment thereof and of all other amounts then due under this or any other contract with the Customer.
- c). Notwithstanding the above, interest may be charged at the Seller's sole discretion and the Customer shall be liable to pay such interest on any monies overdue after the due date at a rate of 1.0% per month.

4. INSPECTION AND ACCEPTANCE

The Customer shall inspect all goods and/or services upon delivery and shall within five (5) business days of delivery give notice to the Seller of any matter or thing by which the Customer alleges that the goods and/or services are not in accordance with the Customer's order or that there is a shortfall in quantities. Failing such notice and, to the extent permitted by statute, the goods and/or services shall be deemed to have been delivered and accepted by the Customer and the Customer shall be deemed to have accepted the goods and/or services in the condition so delivered and shall be deemed to have waived all and any rights to make a claim against the Seller in relation thereto. The Customer hereby

acknowledges that it is normal experience for minor stock losses and colour variations to occur and that they will not hold the Seller liable for same.

5. INDEMNITY

To the full extent permitted by law, the Customer will indemnify the Seller and keep the Seller indemnified against any liability and any loss or damage the Seller may sustain as a result of the breach, act or omission arising directly or indirectly from or in connection with any breach of any of these Terms and Conditions by the Customer or its representatives.

6. SUPPLY

The Seller reserves the right to suspend or discontinue the supply of goods and/or services to the Customer without being obliged to give any reason for its action.

7. FORCE MAJEURE

If in the performance or observance of its obligations the Seller is prevented, restricted or affected by reason of a force majeure including strike, lockout, industrial dispute, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond reasonable control of the Seller, the Seller may, in its absolute discretion give prompt notice of such cause to the Customer whereupon the Seller is excused from such performance or observance to the extent of such prevention, restriction or affectation.

8. DEFAULT OF CUSTOMER

- a). If these Terms and Conditions are not strictly observed by the Customer, the Seller may in its absolute discretion, refuse to supply to the Customer and the Seller shall not be liable to the Customer for any loss or damage the Customer may sustain as a result of such refusal.
- b). The costs of collection of any monies due and payable by the Customer, including the fees of any Mercantile Agent or Solicitor engaged by the Seller, shall be payable by the Buyer.

9. WARRANTY

The liability of the Seller under this contract or otherwise pursuant to any warranties or conditions which are implied pursuant to the provisions of the Trade Practices Act shall be limited to the repair or replacement of any faulty or defective goods as the case may require and in particular but without limiting the generality of the foregoing the Seller shall not be liable for any indirect consequential loss or damage which the Customer may sustain howsoever arising. The Seller provides no guarantee or warrantee as to matching of finishes between batches and/or within process runs. If the customer specifies methods and/or procedures to be followed, Seller will assume no responsibility for the correctness of such methods and procedures or the result when they are followed. All other conditions and warranties which might, but for this clause, be implied by law are hereby expressly negated and excluded so far as the same may legally be done.

10. LIABILITY OF SELLER

Except as expressly provided herein and to the extent permitted by law;

- i). The Seller shall not be under any liability, whether in contract, tort or otherwise in respect of defects in goods and/or services delivered or for any damage or loss resulting from such defects or from any work done in connection therewith except to the extent that any statute applicable to these Terms and Conditions prevents the exclusion, restriction or modification of such Terms and Conditions.
- ii). The Seller shall not be liable to the Customer or any other party for any loss of profit howsoever arising, nor shall the Seller be under any liability whether in contract, tort or otherwise for any injury, damage or loss whether consequential or otherwise save as is expressly provided in these Terms and Conditions.
- iii). The Customer indemnifies the Seller against any liability to or action by a third party for infringement of a patent, registered design, trademark or copyright in respect of goods and/or services manufactured to the Customer's specification, and

iv). All goods and/or services are supplied in accordance with usual industry standards and the Seller shall not be liable to the Customer or any other party for the condition or quality of goods and/or services which comply with these standards.

11. ALTERATION OF CONDITIONS

The Seller may at any time and from time to time alter these Terms and Conditions of Sale.

12. CREDIT REPORTING

Where goods and/or services are supplied to the Customer on credit the Customer irrevocably authorizes the Seller, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Customer from time to time including (but without limiting the generality of the foregoing) the making of enquiries of Persons nominated as trade referees, the bankers of the Customer or any other credit providers (the information sources) and the Customer hereby authorizes the information sources to disclose to the Seller such information concerning the Customer which is requested by the Seller.

13. VIENNA SALES CONVENTION

The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) known as the Vienna Sales Convention does not apply to the contract comprised by these Terms and Conditions nor do any of the terms and conditions express or implied by the Vienna Sales Convention form part of the contract.

14. GOVERNING LAW

These Terms and Conditions and any contract including them shall be governed by the laws of the State of New South Wales and the Customer and Seller submit to the jurisdiction of the courts of that State.

15. TAXES

The Customer must bear and pay all such taxes as are applicable. The Seller may recover from the Customer the amount of any GST in relation to any supply in addition to and at the same time and in the same manner as any amount that the customer is obliged to pay for that supply.

16. QUOTATION

A quotation by the Seller shall be deemed to be an offer to sell only upon the Terms and Conditions contained herein. Unless agreed to the contrary, Quotations remain current for a period of thirty (30) days unless previously withdrawn in writing by the Seller.

17. PRICE and LIMIT OF CONTRACT

The quoted price is based on the quantities indicated on the quotation being produced at the rates or volumes indicated. The Seller reserves the right to adjust the prices should quantities or the number of deliveries vary. Unless otherwise agreed by the Seller in writing the Seller reserves the right to vary prices on subsequent orders. Any stipulation on the Customer's order form which conflicts with any of these Terms and Conditions or in any way qualifies or negates the same shall be deemed to be inapplicable to any order placed with the Seller unless agreed to in writing by the Seller prior to delivery of materials to the Seller.

18. INSURANCE

It is the Customer's obligation to insure its goods during transit and whilst in the Seller's possession and on the Seller's premises.

19. SPECIFICATIONS, DRAWINGS, DIMENSIONS AND DESIGNS

No responsibility is accepted by the Seller for the correctness of any specifications, drawings, dimensions or designs provided by the Customer or prepared by persons other than the Seller, its employees or agents. When the contract involves design and/or manufacture, the Customer shall be deemed to accept all responsibility for effectiveness, satisfactoriness, usefulness, fitness for purpose, size, quality and accuracy thereof (with reasonable tolerances) upon the Customer indicating verbally or in writing its approval thereof subject only to such written warranties as the Seller may give. The

use of or performance by the Customer of work on or assembly of any part of the goods supplied shall be conclusively deemed acceptance by the Customer of the effectiveness, satisfactoriness, usefulness, fitness for purpose, size, quality and accuracy of the goods.