

TERMS AND CONDITIONS OF SALE

1. Definitions and Interpretation

1.1 In these Terms and Conditions of Sale the following terms have the following meanings unless the context requires otherwise:

1.1.1 'Buyer' means a person from whom the Company accepts an order for equipment or services

1.1.2 'Company' means Infinitum Technologies

1.1.3 'Contract' means the agreement constituted by the Company's acceptance of the Buyer's order and includes these Conditions of Sale

1.1.4 'Equipment' means all goods of any kind supplied by the Company at the Buyer's request

1.1.5 'Installation' means installation of any Equipment for, or at the request of, the Buyer.

2. Effect

2.1 These terms and conditions of sale apply to all contracts for the sale, installation, commissioning, maintenance or repair of the products by the Company unless expressly approved in writing by the Company. It is expressly acknowledged and agreed that any term or condition, whether contained in Purchase Orders or otherwise issued by the Buyer, which:

2.1.1 conflicts with or purports to vary or modify these terms and conditions, or

2.1.2 are issued before or after the date of these terms and conditions of sale, shall have no effect whatsoever and will not be binding on the Company.

3. Orders and Performance

3.1 The Company may accept or refuse any order for equipment or services in its absolute discretion and may make its acceptance of an order conditional upon it receiving a satisfactory credit assessment of the Buyer.

3.2 Orders must be in writing and either mailed, couriered or faxed to the Company prior to commencement of any works.

3.3 The Company will use its best efforts to fill all accepted orders in accordance with requested or estimated dates specified by the Buyer. If the Company's ability to fulfil an accepted order is affected by circumstances beyond its control, the Company may:

3.3.1 extend the date for installation

3.3.2 with the Buyer's approval, alter the specification for equipment to allow the substitution of equivalent equipment, or

3.3.3 cancel the order without any liability for breach

3.4 In no event will the Company be liable for any claim for loss, expense, cost or damage resulting from any failure to deliver beyond its control.

3.5 Products ordered on a supply only basis by the Buyer will be consigned by the Company freight collect to the Buyer's premises or any other premises as directed. All freight, delivery and insurance charges will be the Buyer's responsibility.

4. Price

- 4.1** Unless otherwise agreed in writing by the Company, all prices charged for equipment or services will be according to a current quotation remaining in effect for thirty (30) days. They will otherwise be determined by the Company by reference to its standard prices in effect at the date of installation, or services being rendered. The Company will endeavour to the best of its ability to notify the Buyer of price changes but bears no liability in this regard.
- 4.2** Unless otherwise requested, all prices are exclusive of Sales Tax. The Buyer will be liable for all applicable taxes to the extent that they are not already included in the price.
- 4.3** The prices contained in quotations are based on labour, materials and services being provided during regular working hours on regular working days. The Buyer will bear the additional cost incurred by the Company carrying out the installation or servicing outside the regular working hours or regular working days at the Buyers' request.
- 4.4** No cash retentions are allowable.
- 4.5** Monthly Progress Payments are applicable according to the level of work performed and costs incurred.

5. Payment

- 5.1** Unless otherwise agreed in writing, terms of payment by the Buyer will be net cash in exchange for equipment or services; for companies fulfilling the Company's credit requirements – net cash within seven (7) days. Orders given with variations to terms of payment will not be considered. Upon placing an order Infinitum Technologies terms, as set out here will prevail.
- 5.2** Unless otherwise agreed in writing, all installation works are subject to a thirty (30) per cent deposit on receipt of Purchase Order or written authority to proceed, with balance payable on completion of the Company's works.
- 5.3** The Company will provide an invoice to the Buyer who will pay the invoice in full to the Company within the time specified or on the invoice.
- 5.4** If the Buyer fails to pay the invoice in full to the Company when due, the Company will be entitled (without prejudice to any other right or remedy it may have) to:
- 5.4.1** cancel or suspend any further installation for the Buyer under any order; and
 - 5.4.2** charge the Buyer interest on the overdue amount at the rate that would be payable by the Company to its bankers for overdraft accommodation from the date of invoice to the date of full and final payment (irrespective of whether the date of payment is before or after any judgement or award in respect of the overdue amount).

6. Order Cancellation Charges

- 6.1** Accepted orders can only be cancelled by mutual agreement upon payment by the Buyer of a cancellation charge equal to twenty (20) per cent of the total purchase price for the equipment or services ordered, together with an amount sufficient to indemnify the Company for its actual and prospective loss, damage and expense consequent upon the cancellation.

7. Passing of Title

- 7.1** Property in the equipment will remain with the Company and will not pass to the Purchaser unless and until payment in full is made and cleared by the Company's bankers to the Company.

8. Warranties

8.1 The Company warrants to the Buyer that all equipment manufactured or supplied by the Company will be free from defects due to faulty factory materials for a period of twelve (12) months from the date of installation; or workmanship for a period of twelve (12) months from the date of installation and will comply with any specification agreed for them.

8.2 This warranty does not apply in respect of defects specifically drawn to the buyer's attention or defects arising from incorrect or negligent handling; disregard of operation and/or maintenance instructions; overloading or unstable operating conditions; defective civil or building work; lightning; accident; neglect; faulty erection or installation (unless carried out by the Company); unauthorised repairs or alterations; acts of God or other causes beyond the Company's control.

8.3 The Company's liability is limited (at the Company's option) to replacement or repair or payment of the cost of replacement or repair of the relevant Equipment or repayment of the price where it has been paid. Any claim in respect of a breach of the warrant in clause 9.1 should be made within twelve (12) months of the date of installation of the relevant Equipment.

8.4 To the fullest extent permitted by the Law the Company will not be liable to the Buyer for loss of profit or other economic loss; direct, indirect or consequential loss; special, general or other damages; or other expenses or costs arising out of any breach of the Contract or any common law (including negligence) by the Company, its agents or employees.

9. Installation, Commissioning and Servicing

9.1 The Company will provide the Buyer with details of environmental and power requirements and any other special requirements considered necessary for the proper functioning of the equipment and it will be the Buyer's responsibility (and at the Buyer's expense) to prepare the area in accordance with those requirements.

9.2 It is the Buyer's responsibility to obtain all necessary authorisations or approvals from any government body or statutory authority. The Company will not be obliged to undertake any installation or maintenance until all necessary authorisations or approvals have been given.

10. General

10.1 These terms and conditions of sale will prevail notwithstanding any other terms and conditions on any order submitted by the Buyer. Any failure by the Company to enforce any term or condition hereof will not be deemed to be a waiver of future enforcement of that or any other term or condition of sale.