

TERMS & CONDITIONS

1. Definitions

In these terms and conditions, "Company" refers to ANCA Motion Pty. Ltd. and the "Customer" is the Company or person receiving goods or service from ANCA Motion.

2. General

Any contract between the Company and its Customers for supply of goods or services shall automatically incorporate these conditions of sale which shall prevail over any other conditions attached to any order or acceptance or other written or oral intimation notwithstanding any conditions therein to the contrary and any such other conditions shall not form part of the contract between the Company and the Customer.

3. Quotations

Unless explicitly specified otherwise any quotation shall be valid for thirty (30) days from the date of issue.

4. Prices

Prices contained in individual written quotations or proposals are for products only unless otherwise stated. Shipping, handling, duties, sales taxes and other taxes are not included and are the responsibility of the buyer. Prices are Ex-works from the Company store. The Company reserves the right to revise the prices without notice.

5. Payment terms

Unless explicitly specified otherwise, payment must either be made up front with the purchase order or with the use of a letter of credit. The letter of credit must be assignable, irrevocable, confirmed by a bank in Australia acceptable to Company, payable on sight, and require payment to Company on submission of Company's invoice and a bill of lading. Customer shall pay all costs related to the letter of credit.

6. Title of goods

The Customer hereby acknowledges that the title to and property in the goods supplied by the Company and the right to possession thereof shall not pass from the Company until all payments as herein set forth have been fully made by the Customer in cash.

7. Delivery

Any proposed delivery date is indicative only and is subject to change due to any cause beyond Company's control. Under no circumstances shall the Company have any liability whatsoever for loss of good ordered, or for any direct or consequential damages resulting from the delay in delivery.

8. Shipment

The Company is not responsible to prepay transportation or insurance cost.

On customer request, the company may assist the customer with the selection of suitable shipping agency.

9. Insurance

The Company's liability for loss or damage to the goods covered by this order is limited to the events which have occurred prior to the transfer goods out of the Company store to the Customer's carrier. Any subsequent damage or loss of the goods is at the Customer's risk.

10. Engineering/Installation/Commissioning

Engineering, installation and commissioning is not included in equipment prices and not offered unless specifically quoted.

11. Training

The company offers training on configuration, installation, commissioning and field service of ANCA Motion OEM equipment. It is necessary that the Customer be trained in these areas in order to use the equipment safely, within design limits and perform field service. Training is charged separately to equipment. The Company may supply training at minimal cost as part of prototype development. However, the Company reserves the right to charge a commercial rate for subsequent training.

12. Field Service

Field service of equipment, including equipment under warranty, is not included in the offer of goods for sale. Field service consists of

labour costs and incidental costs associated with diagnosis and rectification of problems, replacement and re-commissioning of components, backup and restoration of software, travel, accommodation costs, telecommunications costs, meals, laundry etc. It is a requirement that the Customer train a number of staff to carry out field service and provide this service to the end user of the equipment. If necessary, ANCA Motion can provide backup to the Customer's field service staff, however, this service will be from our central office in Australia charged at our standard service rates.

13. Inspection

Customer shall have seven (7) days after receipt of the item to inspect and either accept or provide notice of objection and/or rejection. If it is rejected, notice must be given to the Company so that it will arrive no later than ten (10) days after receipt of the item by the Customer. Failure to act so shall constitute an irrevocable acceptance by the Customer of the item. Any objection and/or rejection by the Customer must be in writing and state with specificity all defects and non-conformities upon which Customer will rely to support its rejection. All defects and non-conformities, which are not specified, are waived.

14. Warranty

Company warrants to the Customer only, that goods manufactured by Company shall be free from defects in materials and workmanship for 12 months from the date of delivery to the Customer. Excluded from the warranty are field service costs and all expendable times including such items as, but not limited to, belts, lights, fuses, filters and those due to wear and tear.

With respect to all spare parts, the Company warrants to the Customer six (6) months warranty. If a part was replaced within the Standard Warranty (12 months), then the warranty for this part expires with the Standard Warranty.

Company's warranties shall apply only if the Goods; (i) have been installed and used in conformity with instructions furnished by Company; (ii) have been subjected to normal use for the purpose for which Goods were designed; (iii) have not been subjected to misuse, negligence, or accident; and (iv) have not been altered or repaired by persons other than Company in any respect which, in the judgment of Company, adversely affects the condition or operation of the Goods.

The warranty obligations of Company are limited to either (at the Company's election) the repair or replacement (at the Company's plant) of any part of the goods, which Customer shall, within the warranty period, return to Company transportation charges prepaid by Customer which Company shall determine upon examination to be defective or not in conformity with the express warranties contained herein. Such repair or replacement shall be without any additional charge to Customer and shipped to Customer, Ex-works Company's plant, for reinstallation by Customer, subject to the terms hereof. In lieu of repair or replacement, if Company elects, Company may, upon return of such goods and making a determination of non-conformity or defect, keep the goods and refund the purchase price. The replacement or repair of goods by the Company does not give rise to any new warranty period, however, the warranty periods provided for herein shall be extended by the length of any period in which defective or non-conforming goods are in possession of the Company.

15. Indemnification

To the fullest extent permitted by law, the Company shall have no liability:

(a) of any kind whatsoever to the Customer in respect of goods supplied by the Company except as provided in the Warranty clause above; nor

(b) without limiting the generality of the foregoing, for any personal injury or property damage of any kind (including any personal injury or property damage suffered by any third party including, without limitation, by any employees, agents or contractors of the Customer) arising out of the supply by the Company to the Customer of goods or services, but the Customer will keep the Company indemnified as a continuing indemnity and shall save harmless the Company against all proceedings, claims, demands, costs and expenses made against or incurred by the Company in respect of any such personal injury or property damage (regardless of whether the proceedings, claims, demands, costs or expenses are brought, demanded or sought by the Customer or by any third party).

It is the responsibility of the Customer to ensure that the installation of the goods is safe and complies with all safety requirements and

standards applicable under the law of the country or state in which the goods will be used.

Without limiting the generality of the indemnity set out earlier in this clause, the Customer shall indemnify as a continuing indemnity and save harmless the Company against all proceedings, claims, demands, costs and expenses made against or incurred by the Company which arise, whether wholly or partially, out of any installation of the goods by the Customer or its employees, agents or contractors which is unsafe, improper, non-compliant with applicable standards or is negligent.

16. Software

The copying or passing of software on to a third party is illegal. The source code and executable code of all software including programming files is the intellectual property of Company and therefore is neither for sale to, nor to be passed to a third party.

The customer is responsible for regularly creating and storing backups of all software and configuration parameters. This applies especially to custom software which has been developed specifically for or by the customer. The Company does not guarantee that software and/or parameters can be restored in the event of partial or complete loss. The Customer is responsible for all costs involved in the restoration, or attempts at restoration of software and or parameters in the event of partial or complete data loss.

The Company makes no guarantee that the CNC software will be compatible with customer software developed by the customer or other third party software installed on the CNC by the customer.

17. Spare Parts

Spare parts may be purchased from the Company Ex-Works. Lead times will vary from component to component. Customers should contact ANCA Motion service for lead times and quotations. The company will provide new parts when available. However, the Company reserves the right to provide re-conditioned or repaired components where new components are no longer available.

18. Performance

Performance of the control system and any custom software is limited to functions discussed and agreed in writing prior to purchasing the equipment or development of the software. The Company cannot guarantee that the equipment or software will perform any function which has not been agreed. Requirements for extra functions after purchase or development may not be possible, or if possible will incur extra charges.

19. Limitation of Company's liability

To the fullest extent permitted by law: (a) all warranties (other than those given in the Warranty clause above), whether express or implied, are hereby excluded; and (b) under no circumstances shall the Company be liable for consequential or incidental damages, including but not limited to: loss of profits or revenues; damage to goodwill or reputation; increased costs; damage to equipment, tooling, premises, or work-in process; cost of capital; cost of purchased power; substitute or additional equipment, facilities or services; cost of production interruption or start-up; or the claims of third parties for such damages.

20. Integration

Where the Company's goods are integrated into or used in the Customer's overall system or product ("Integration"), it is the Customer's sole responsibility to validate the effectiveness of such system or product which integrates or uses the Company's goods. In cases of Integration, to the fullest extent permitted by law: (a) the Company does not warrant the suitability of the goods for integration into or use in the Customer's overall system or product and shall have no liability in the event of non-suitability; (b) the Company does not warrant the resulting overall system or product which integrates or uses the Company's goods and shall have no liability in respect of any failure or inadequate performance of same; (c) the Company does not warrant its goods in circumstances where failure of such goods arises out of the manner of integration or use (including, but not limited to, integration or use which is outside the Company's specifications or instructions) of the goods into the Customer's overall system or product and shall have no liability in such circumstances. Reference to "liability" in this clause refers to liability of any kind whatsoever (except for any liability which by law

may not be excluded), including, without limitation, in contract, tort, equity, statute or under the warranties contained in this document.

21. Time for, and amount of, general claims

To the fullest extent permitted by law: (a) the Company shall have no liability of any kind whatsoever (except for liability under the *Australian Consumer Law*) to the Customer in respect of any claim if the Customer fails to institute proceedings in a Court or tribunal of competent jurisdiction within 12 months of the date that the Customer takes possession of the relevant goods or, in the case of the provision of services, within 12 months of the date of the provision of such services; and (b) the Company's liability of any kind whatsoever (except for liability under the *Australian Consumer Law*) to the Customer in respect of any claim shall be limited to the amount of the price paid by the Customer for the goods or services to which the claim relates.

22. Time for ACL claims

To the fullest extent permitted by law the Company shall have no liability of any kind arising under the *Australian Consumer Law* to the Customer in respect of any claim if the Customer fails to institute proceedings in a Court or tribunal of competent jurisdiction within 12 months of the date that the Customer takes possession of the relevant goods or, in the case of the provision of services, within 12 months of the date of the provision of such services.

23. Amount of ACL claims

To the fullest extent permitted by law, the Company's liability of any kind arising under the *Australian Consumer Law* to the Customer in respect of any claim shall be limited to the amount of the price paid by the Customer for the goods or services to which the claim relates.

24. Manner of operation of limitation clauses

The limitations of liability provided for in each of clauses 15, 19, 20, 21, 22 and 23 are each independent of, in addition to, and do not derogate from or otherwise affect the operation of, the limitations of liability provided for in each such other clause.

25. Disclaimer

All descriptions, shipping specifications and illustrations of the goods in catalogues, brochures and price lists or otherwise provided by the Company are intended for general guidance only and the Company is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them.

26. Cancellation

Each order is considered an irrevocable offer to purchase and is non-cancelable after it has been accepted by Company. Any deviation from this policy must have written approval of Company. The Customer will be held responsible for all charges including, but not limited to, any additional charges, which may arise as a result of any cancellation.

27. Force Majeure

No liability will be accepted for any failure of, or delay in, performance where performance is wholly or partially delayed, hindered or prevented by any circumstances which is not within the Company's immediate control including but not limited to fire, storm, flood, earthquake, accident, war, materials or labour shortage, delay of transport and compliance with any order or request of a Government or other public authority or force majeure of any kind.

28. Governing law and jurisdiction

These terms and all supply of goods and services by Company to the Customer will be governed by laws of the State of Victoria, Australia. The Company and the Customer submit all disputes arising between them arising out of, or in any way connected to, all or any supplies of goods and services by the Company to the Customer to the exclusive jurisdiction of the courts of the State of Victoria and of the Commonwealth of Australia, including such courts having appellate jurisdiction.

29. Severance

If the whole or any part of a provision of this document is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause is of no effect if the severance alters the basic nature of this document.