



Dust Collection Services Pty Ltd

Standard Conditions of Sale.

Quotation

Where Dust Collection Services Pty Ltd (hereinafter referred to as DCS) quote for supply of goods and services, the quotation is valid for acceptance for a period of 30 days unless a different period is stated in the quotation.

Interpretation

The singular includes the plural and vice versa, a reference to a person includes a corporation and a reference to a gender includes other genders. Headings are for convenience and do not affect interpretation.

Additional Charges

Unless stated to the contrary in the quotation, the following are not included in the price and are the responsibility of the customer-

- (a) Electrical connection to the equipment including switchgear.
- (b) Compressed air connection and filters
- (c) Provision of water and drainage in the case of a wet scrubbing system.
- (d) Civil Works- It is the responsibility of the customer to determine the suitability of any existing concrete and sub soil for the erection of the equipment, and to provide any modifications to the foundation/footings as required.

Delivery

Delivery occurs when goods are dispatched from DCS premises unless the quotation includes for installation of the goods. When delivery is made in installments, each installment will be treated as a separate delivery with the price being apportioned in accordance with the proportion of the goods delivered.

Cancellation

DCS is not bound to accept cancellation of any order or the return of goods except by prior arrangement in writing. Goods specially made, modified or imported cannot be returned for credit.

Risk

The risk of damage to or loss of the goods passes to the customer on possession at delivery, unless the quotation provides expressly to the contrary.

Warranty

DCS warrants that it will, repair, replace or provide replacement parts in the event of any product manufactured by the DCS upon inspection it finds to be

defective in material or workmanship for a period of twelve (12) months from initial startup. DCS warranty does not apply to any Products or parts which: (1) have been opened, disassembled, repaired, or altered by anyone other than DCS or its authorized service representative; or, (2) have been subjected to misuse, misapplication, negligence, accidents, damage, abuse, improper storage, or abnormal use or service; or, (3) have been operated or installed in a manner contrary to DCS operation or maintenance manual; or, (4) have been installed in an incorrect or improper application; or, (5) have become corroded or subjected to abrasion, or (6) have been subject to other than normal wear and tear. DCS is not obligated to pay any costs or expenses in connection with the removal and reinstallation of such Products or parts, including but not limited to labour, service costs, and shipping charges.

Limitation

In no event, and under no circumstances shall DCS be liable for incidental, indirect, special, contingent or consequential damages, business interruption, lost profits, or punitive damages, for circumstances outside the control of DCS, whether the theory be breach of this or any other warranty.

Retention of Title

Title to the goods and services sold shall not pass to the customer until payment for the goods and services is made in full. The customer shall act as bailee on behalf of DCS, and shall maintain records to clearly identify the goods as the property of DCS until payment is made.

Terms of Payment

For supply contracts, 30% of contract value on placement of order. Where a project extends past one month, this work will be invoiced progressively on a monthly cycle whether delivered to site or not, and is due for payment 14 days after invoice. Any payments outstanding for more than 45 days will accrue interest at the rate of 1.5 % per month until paid.

Inspection

The purchaser or his representative may arrange a convenient time within working hours to inspect the works at his option to verify stage of completion for approval and payment purposes.