

1. Included in the Scope of Supply

Tox Pressotechnik Pty Ltd equipment as defined in the accompanying documents inclusive packing, ex-Works, Melbourne, unless stated otherwise in the quotation.

2. Excluded from the Scope of Supply

Air supply and connections, valves, pressure control equipment, guarding and other parts not mentioned in our Scope of Supply, storage on site, delivery to your works, installation, testing and commissioning, unless otherwise stated in the quotation.

3. Validity Period

This offer is open for acceptance for 30 days from date of quotation, after which we reserve the right to review the prices.

4. Delivery Period

..... weeks or negotiable from date of receipt of a technically and commercially clear order – or as quoted.

5. Defects Liability

Tox Pressotechnik Pty Ltd shall make good by repair or at Tox Pressotechnik's option by replacement within a reasonable time after notification by the customer defects caused by faulty design, material or craftsmanship and appearing within a period of twelve (12) months from delivery, provided always that such equipment has been properly handled and used and operated and maintained in accordance with Tox Pressotechnik Pty Ltd's instructions. Excluded from our defects Liability are normal wear and tear, and breakage of tools.

6. Goods and Services Tax (GST)

Goods and Services Tax (GST) has been included but listed separately in the offer.

7. Terms of Payment

30% on placement of order

70% within 30 days from date of delivery/invoice , or as otherwise stated in the quotation or as agreed in the Credit Acceptance letter.

The goods supplied remain the property of Tox Pressotechnik Pty Ltd until fully paid.

The prices are firm and not subject to variation, if order is placed within the validity period, with the exception of exchange rate variation (applicable only if value and exchange rate listed). Exception will be applicable if a general increase in labour and material is granted.

Exchange Rate Variation (for the imported components) Total Value

The prices are/are not subject to Exchange Rate Variation

Base Rate: A\$ 1.00 = EUR..... Variation from this rate will be credited/debited to your account.

8. Customs Duty

The newly set amount for Customs entry fee has been included in the offered price, presently at 3%. Should Customs Duty have to be disbursed or the entry fee changed, amounts actually paid at time of importation would be charged at cost.

9. Consequential Losses

Tox Pressotechnik Pty Ltd does not take responsibility for consequential or like losses.

10. Safety

It is the purchaser's responsibility to adhere to the legal Safety and Accident Prevention Regulations. All applicable safety regulations and legal conditions must be observed, in order to avoid damage to persons and to the product during operation, maintenance and repairs. Guarding of the machine is the purchaser's responsibility, unless supplied with the machine.

11. Acceptance of Order

An order shall not be binding unless and until acknowledged.

12. Force Majeure

If failure to meet delivery and performance is due to Force Majeure such as mobilisation, war and war-like conditions, strikes and industrial disputes, boycott, natural catastrophes, epidemics, economic crisis, looting or other circumstances which under accepted circumstances are not attributable, the Delivery Period shall be reasonably extended and Tox Pressotechnik shall not be liable for any delay of failure (whether partial or total) in the performance of its obligations.

13. Site visits and Tests, Inspection and Commissioning

Site visits, tests at site, inspection and commissioning have not been included in this offer. Such services would be charged at daily rates, which can be submitted to you upon request.