



1. This quotation remains valid for 30 days and, if accepted by Customer, must be accepted in writing.
2. Defined terms used in the Terms of Quotation have the meaning ascribed to them in the Terms and Conditions.
3. Supplier has prepared this quotation based on its industry experience and skill having regard to the readily ascertainable condition of the Equipment after a thorough visual inspection of it. If Supplier needs to supply additional Parts and/or perform additional Services, then Supplier reserves the right to charge for supplying additional Parts and performing such additional Services.
4. If Customer accepts this quotation, then Supplier will contract to supply Parts and perform Services on its standard Terms and Conditions and on no other basis. Supplier's standard Terms and Conditions are to be found at [www.pacificturbine.com.au](http://www.pacificturbine.com.au) under the "About Us" heading. It is important for Customer to read the Standard Terms and Conditions and fully understand them.
5. A summary of the standard Terms and Conditions is set out immediately below. This is a summary only for Customer's benefit and any contract between Supplier and Customer will be based on Supplier's standard Terms and Conditions and not on the summary.

#### **Summary of Terms and Conditions**

1. The Terms and Conditions are the only contractual terms applying to the supply of Parts and the performance of Services by Supplier (other than those which are imposed by law and cannot be excluded) and all other implied covenants, terms and conditions or collateral agreements are expressed negated.
2. The Terms and Conditions will be incorporated into every agreement between Supplier and Customer.
3. Orders placed by Customer can only be accepted by Supplier in writing or by the commencement of work.
4. If Customer does not own Equipment bailed to Supplier, then Customer must inform Supplier to that effect and identify the owner and Customer warrants it has the owner's authority to engage Supplier. If Supplier requests it, Customer must provide Supplier with the owner's written consent.
5. Supplier will use its best endeavours to supply Parts and perform Services within a reasonable time and will have no liability for delay beyond Supplier's control or for any consequential loss suffered by Customer as a result of such delay.
6. Price lists, quotations (other than formal quotations) and other material are not a representation of availability of Parts and Services detailed in it and Supplier will not be bound by any order based on or which refers to any such material.
7. Where the price of any Parts is based on trade in of run-out units or "cores" for exchange, any price quoted is contingent on run-out units or "cores" being in normal (and acceptable) run-out condition.
8. Payment for Parts supplied and Services performed is on a COD basis only unless credit has been extended in which case, any payment must be made within agreed terms.
9. No payment is subject to any right of deduction, set-off, abatement or counterclaim.
10. All payments must be made in cash or by credit card or cheque or direct deposit of cleared funds into a nominated account. Payment by credit card may attract an administration fee for the processing of such payment.
11. If default is made in payment, interest at 16% per year is payable on all outstanding money.
12. Customer grants Supplier security for the due and punctual performance of all money by charging all present and future undertaking, assets and rights, including real and personal property, and grants Supplier a floating charge to secure payment or, if Supplier requests it, a mortgage over property.
13. If Parts and/or Equipment are to be delivered to a Delivery Address, Supplier must do so and Customer must pay all delivery charges at rates determined by Supplier.
14. If Customer is to collect Parts and/or Equipment, but does not do so within a reasonable time following notification by Supplier, Customer may charge reasonable fees for hangarage or storage. Supplier may terminate any hangarage or storage arrangement on seven days' written notice to Customer and may then sell Parts and/or Equipment to recover any money owing to Supplier.
15. Title to Parts supplied and to end products in which Parts are incorporated in any manner will not pass to Customer until all money payable has been paid in full.
16. If Parts are supplied and attached to Equipment so that Parts are no longer separately identifiable as severable, title to the Equipment will be deemed to have been assigned to Supplier and will only pass back to Customer when all money payable has been paid. Title to Parts supplied are at Customer's risk on delivery and Customer must affect insurance at its cost from delivery until payment for the Parts against all normal risks.
17. Default will occur if Customer fails to pay money due or an Insolvency Event occurs. If default occurs, then Supplier may withhold the supply of Parts and the performance of Services and withdraw its acceptance of any order. Any money payable will be payable forthwith despite any credit terms that may have been in place to the contrary.
18. Supplier is authorised to make any enquiries it considers necessary as to Customer's creditworthiness and Customer authorises disclosure to Supplier of any information in the possession of Information Sources. Customer consents to Supplier making enquiry under the provisions of the *Privacy Act 1988* (Cth) and Customer agrees that any such information obtained by Supplier may be used to assess Customer's application for credit, notify other parties of any default and exchange information with other credit providers.
19. Supplier warrants all Parts supplied and Services performed on the limited basis set out in clauses 10.2 – 10.5 inclusive of the Terms and Conditions. These are the only warranties given in relation to Parts supplied and Services performed, other than warranties that cannot by law be excluded. Supplier's liability is limited to the replacement or cost of supply of replacement Parts or the reperformance of Services or the cost of having those Services performed again. Supplier has no liability of any kind for consequential loss or loss of profit (to the fullest extent permitted by law).

#### **IMPORTANT NOTICE**

**IF THIS QUOTATION IS ACCEPTED, CUSTOMER'S CONTRACTUAL RELATIONSHIP WITH SUPPLIER IS ON THE BASIS OF SUPPLIER'S STANDARD TERMS AND CONDITIONS WHICH APPLY TO THE SUPPLY OF ALL PARTS AND THE PERFORMANCE OF ALL SERVICES BY SUPPLIER. THESE TERMS AND CONDITIONS ARE AVAILABLE ON SUPPLIER'S WEBSITE. CUSTOMER IS ADVISED TO GO TO [www.pacificturbine.com.au](http://www.pacificturbine.com.au) UNDER THE "ABOUT US" HEADING.**