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ABN: 24 600 734 316

# TERMS AND CONDITIONS

## **Cullen Silano Pty Ltd (trading as Offshore Hydraulic Services)**

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## 1. Definitions and Interpretation

**OHS** means Offshore Hydraulic Services Pty Ltd (ABN 24 600 734 316).

**Customer** means any party requesting or acquiring Goods and/or Services from OHS.

**Goods** means all materials, equipment, or products supplied by OHS.

**Services** means any services provided by OHS.

**Quotation** means any written offer issued by OHS.

**Order** means any request (written or verbal) placed by the Customer.

**Price** means the amount payable for Goods and/or Services.

**Site** means the nominated delivery or work location.

These Terms prevail over any Customer terms unless expressly agreed in writing by OHS.

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## 2. Quotations and Orders

- (a) Quotations are valid for 30 days unless otherwise stated.
  - (b) OHS may amend or withdraw a Quotation at any time prior to acceptance.
  - (c) Placement of an Order constitutes acceptance of these Terms.
  - (d) OHS is only responsible for Goods and/or Services expressly detailed in the Quotation. Any assumptions, expectations, or verbal agreements not included are excluded and treated as variations.
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## 3. Price and Delivery

- (a) Unless expressly stated otherwise in writing, all Prices are:
  - Ex-works (OHS workshop); and
  - Exclusive of delivery, freight, handling, insurance, and GST.



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(b) Delivery, if requested by the Customer:

- Is arranged at OHS's discretion;
- Will incur additional charges; and
- Does not create any ongoing obligation for OHS to provide delivery services.

(c) Any prior delivery or assistance provided by OHS is strictly goodwill and does not establish entitlement for future transactions.

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## 4. Variations

Any variation to scope, specifications, delivery requirements, or timing requested after acceptance:

- Must be approved by OHS; and
  - Will incur additional charges including labour, materials, delays, and administration.
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## 5. Payment Terms

(a) Services will not commence until:

- Written acceptance of the Quotation; and
- Any required deposit or prepayment is received.

(b) For Customers without an approved account:

- Full payment may be required prior to ordering non-stock or overseas Goods;
- Payment on delivery applies unless otherwise agreed.

(c) For approved account Customers:

- Payment terms are 30 days end of month unless otherwise agreed.

(d) Late payments incur interest at 12% per annum.

(e) The Customer must not withhold, set-off, or deduct any payment unless agreed in writing by OHS.

(f) The Customer is liable for all recovery costs including legal fees.

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## 6. Deposits

OHS may require deposits for:

- Non-stock or custom Goods; or
- Overseas-sourced Goods.

Deposits are non-refundable once orders are placed with suppliers.

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## 7. Delivery and Dispatch

- (a) Delivery times are estimates only.
  - (b) OHS is not liable for delays outside its control.
  - (c) If the Customer fails to provide delivery instructions within 14 days of notification:
    - Goods are deemed delivered;
    - Storage charges apply;
    - Risk transfers to the Customer; and
    - OHS may invoice the full Price.
  - (d) OHS reserves the right to reallocate or dispose of Goods if payment is not received within a reasonable timeframe.
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## 8. Title and Risk

- (a) Title passes only upon full payment.
  - (b) Risk transfers upon collection or delivery.
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## 9. Cancellations and Returns

- (a) Orders cannot be cancelled without written consent.
  - (b) Approved cancellations may incur full cost recovery.
  - (c) Returns require prior approval and may incur a minimum 10% restocking fee.
  - (d) Delivery charges are non-refundable.
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## 10. Claims

- (a) The Customer must inspect the Goods as soon as reasonably practicable upon delivery or collection.
- (b) The Customer must notify OHS in writing of any visible defects, damage, or shortages within forty-eight (48) hours of receipt.
- (c) Failure to provide notice under clause 10(b) constitutes acceptance of the Goods in their delivered condition **to the extent permitted by law**, in respect of visible defects, damage, or shortages only.
- (d) This clause does not apply to latent defects, which are governed by clause 11 (Warranties).
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## 11. Warranties

- (a) OHS will perform all Services with due skill and care.
- (b) For Goods sold and manufactured by OHS:
- (i) OHS warrants that the Goods will be of acceptable quality.
- (ii) If a defect arises within:
- twelve (12) months from delivery or collection of Goods; or
  - ninety (90) days from completion of Services,
- then the Customer must notify OHS in writing as soon as reasonably practicable after becoming aware of the defect and in any event within a reasonable time.
- (iii) Following notification under clause 11(b)(ii), OHS will, at its sole discretion, repair, replace, or refund the Price of the relevant Goods or Services.
- (iv) All costs associated with returning Goods to OHS, including freight, are the responsibility of the Customer unless otherwise agreed in writing.
- (c) The warranties in this clause do not apply, and OHS is not liable for any loss or damage arising from:
- normal wear and tear;
  - negligence, misuse, abuse, or neglect;
  - improper installation, repair, or alteration (other than by OHS);



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- failure to carry out reasonable maintenance or servicing;
- operation outside rated capacities or specifications;
- exposure to abnormal conditions including temperature, dirt, or corrosive environments;
- electrical or other overload;
- use of unsuitable lubricants;
- dismantling, accident, or external causes beyond OHS's control.

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## 12. Site Work

- (a) The Customer is responsible for site safety and access.
- (b) OHS may suspend work if conditions are unsafe.
- (c) The Customer indemnifies OHS against site-related risks not caused by OHS negligence.

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## 13. Authority and Instructions

OHS may rely on instructions from any person reasonably believed to be authorised by the Customer.

The Customer is responsible for internal approvals prior to issuing instructions.

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## 14. General

- (a) Prior dealings do not modify these Terms.
- (b) Any amendment must be in writing by OHS.
- (c) These Terms are governed by the laws of Western Australia.
- (d) These Terms apply to all quotations, orders, and supply of Goods and/or Services by OHS and prevail over any terms or conditions issued by the Customer (including purchase order terms), unless expressly agreed in writing by OHS.
- (e) Any terms proposed by the Customer are expressly rejected and shall not form part of any contract unless accepted in writing by OHS.
- (f) Commencement of performance by OHS does not constitute acceptance of any Customer terms.
- (g) No silence, failure to object, or performance by OHS shall constitute acceptance of Customer terms.



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## 15. Service Time and Call-Out Conditions

(a) For all Service work, including breakdown, urgent call-outs, and scheduled maintenance, chargeable time includes (but is not limited to):

- Time spent by technicians at OHS workshop preparing, loading, and mobilising equipment prior to departure;
- Travel time to and from the Site;
- Travel time to and from suppliers, manufacturers, or third parties for the purpose of sourcing, collecting, or returning parts, materials, or equipment required to complete the Services;
- Multiple supplier visits, including time spent travelling between different suppliers or locations;
- Any after-hours, weekend, or public holiday time spent sourcing or collecting parts or materials;
- Any waiting, standby, or delay time not caused by OHS;
- Time spent returning to the workshop; and
- Post-job time required for unloading, demobilisation, inspection, and reporting.

(b) Where parts, materials, or equipment must be urgently sourced or collected outside normal business hours, or on an expedited basis, OHS may apply an **emergency sourcing premium** in addition to standard labour and travel charges. Such premium reflects after-hours labour, priority procurement effort, and operational disruption.

(c) Due to the nature of hydraulic and breakdown work, OHS does not guarantee fixed pricing estimates. Any estimates provided are indicative only and subject to actual time, materials, and sourcing requirements incurred.

(d) A minimum call-out charge of four (4) labour hours applies to all Service attendances unless otherwise agreed in writing.

(e) The Customer must issue a valid Purchase Order (PO) for at least the minimum call-out amount prior to OHS technicians departing the workshop. OHS reserves the right to delay or decline attendance where a PO has not been received.

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