

# TERMS AND CONDITIONS OF SALE

Taylor Rail Australia Pty Ltd ABN: 85 136 182 628 (the Supplier), offers to carry out the works and to supply the goods, as the case may be, to the subject of this Quotation on and subject to the following Terms and Conditions and the Customer, identified in the Quotation, agrees that by placing a purchase order in respect of the Quotation it accepts the Supplier's offer at the quoted price and agrees to be bound by these Terms and Conditions.

- 1.0 The Quotation is valid and capable of acceptance by the Customer by the placing of a purchase order within a Period of 30 days from the date of the Quotation, unless a shorter period for acceptance is specified.
- 2.0 The Works, the subject of the Quotation is as detailed in the Quotation, including any specifications, drawings or other documents referred to under the heading "The Works" in the Quotation.
- 3.0 Any variation to the Works, the subject of the Quotation must be agreed to in writing by the Supplier and may incur additional charges.
- 4.0 The terms for payment by the Customer are as set out under the heading "Terms for Payment" in the Quotation. If payment is not set out within the quotation, payment terms will be 30 days from invoice date.
- 5.0 (a) The Supplier shall not be liable (except to the extent that such liability is legally incapable of being Excluded or limited) for any consequential or indirect loss or damage of whatever nature suffered by The Customer for or arising from any breach by the Supplier of the contract entered into pursuant to These Terms and Conditions howsoever caused or from any negligence of the Supplier or its Employees, agents, representatives or sub-contractors.  
 (b) The Supplier shall not be liable (except to the extent that such liability is legally incapable of being Excluded or limited) for any consequential or indirect loss or damage of whatever nature arising out of any representation, statement, recommendation or advice given by the Supplier, its employees or Agents made before, at the time of, or after the contract entered into pursuant to these Terms and Conditions.
- 6.0 Without prejudice to the generality of clause 5 of these Terms and Conditions, to the extent that the Supplier is Unable to exclude any liability as contemplated under clause 5, the Customer agrees that the Supplier's total Liability shall be absolutely limited to the re-supply of any goods supplied by the Supplier which are found to be defective, or which have resulted in a liability to the Customer, howsoever arising, or the cost of such re-supply at the Supplier's option.
- 7.0 Unless specified in our offer, delivery dates are an estimate only.
- 8.0 Where applicable, warranty is restricted to labour, workmanship and replacement of faulty goods and materials as specified in the suppliers' terms or in our quotation. It excludes fair wear and tear and operational stress beyond system design. Any free issue materials or services provided remain the liability of the customer.
- 9.0 Should the services be terminated, cancelled or postponed, TRA reserves the right to pass on reasonable costs incurred or any costs that are unavoidable and connected to the supply of the works.
- 10.0 The ownership of the goods or materials the subject of the Quotation will only be transferred to the Customer when the Customer has paid in full all that is owing to the Supplier in respect of the goods or materials.
- 11.0 Where the supply is over an open-ended period, TRA reserves the right to vary the price, including but not limited to, annual cost increase in supply, changes in taxes and duties and the like. The Supplier will notify the Customer as soon as practical.
- 12.0 Risk remains with the Customer until full payment is received.

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<b>Issue Date:</b>	03-Nov-15	<b>Rev No.</b>	2	<b>Rev Date:</b>	04-Feb-16	<b>Print Date:</b>	21-Mar-18	Page 1 of 2
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- 13.0 The law in force in wherever the work is carried out governs these Terms and Conditions and any agreement entered into between the Supplier and the Customer upon these Terms and Conditions.
- 14.0 Late payment of invoices will incur interest charges at the rate charged to TRA by TRA's financial provider.

## 15.0 Document History

Version	Issued	Details	Approved
0	3/11/15		M Wroblewski
1.0	4/02/16	Update	M Wroblewski
2.0	21/03/18	Update	M Wroblewski

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