

Applied Infrared Sensing -Terms and Conditions of Sale

Confidentiality Statement

This document has been prepared specifically for the "Client" specified within the quotation, and is proprietary to Applied Infrared Sensing. This document is intended for use by the management and employees of the "Client" strictly and only in connection with this scope of work outlined in this proposal and for no other purpose. **Any dissemination or distribution of the proposal or copies thereof to any third party without Applied Infrared Sensing prior written consent is strictly prohibited.**

Applied Infrared Sensing shall not be liable for any technical or editorial errors and omissions contained herein, nor any damages directly or indirectly arising from the furnishing of this quotation.

Term and Conditions

1. The Scope of Work is limited to the requirements as described in this document. plus 1.9%. For American Express total amount payable is the total amount of the invoice plus 2.6%.
2. Modifications and additions to the project will be addressed through a Change Order document. Other payment options can be considered subject to satisfactory negotiation and written agreement.
3. The Client will provide the changes and modifications in writing to Applied Infrared Sensing contact via a Change Order document. Applied Infrared Sensing will in turn provide the Client with any resulting changes in the project cost and timeframes. 15. Deposits are non-refundable.
4. All purchase orders must be acknowledged in writing by Applied Infrared Sensing. 16. All prices quoted include current applicable customs duty, international freight, customs charges, insurance but exclude local delivery unless specifically quoted otherwise.
5. All acknowledged purchase orders are final and irrevocable. 17. Insurance Risk for goods passes to the customer on delivery.
6. All prices are quoted exclusive of GST in Australian Dollars (AUD) according to the currency exchange rate on the date of the quotation and are **subject to international currency exchange variations and /or any variations of customs rules, duties, and export/import laws.** 18. The property of goods is transferred to the Client only after full payment of the agreed price has been carried out.
7. The goods will be invoiced based on the Reserve Bank of Australia's exchange rate applicable on the date of the invoice unless another exchange rate was agreed to in writing. An additional invoice for exchange rate variation may be issued. 19. In the event that the Client uses the goods/products in some manufacturing or construction process of its own or some third party, then the Client shall hold such part of the proceeds of such manufacturing or construction process as relates to the goods/products in trust for Applied Infrared Sensing. Such parts shall be deemed to equal in dollar terms the amount owing by the Client to Applied Infrared Sensing at the time of the receipt of such proceeds.
8. **Payment terms are strictly due as indicated on the quotation/invoice.** 20. Except to the extent that liability can not be legally limited or excluded and whether in contract, tort, negligence, under an indemnity, under statute, in equity or otherwise, Applied Infrared Sensing's liability arising out of or in connection with the contract or sale shall be limited to payment of the amount of the order accepted by Applied Infrared Sensing. In no event shall Applied Infrared Sensing be liable for any indirect or consequential loss or damages, loss of profits, loss of business opportunity or economic loss, special, contingent or penal damages arising out of or in connection with the contract.
9. **In the case of Cash on Delivery (COD) terms, payment is due when the order is acknowledged.** 21. Warranty on all goods sold by Applied Infrared Sensing is a 12 month manufacturer warranty unless otherwise stated, and applies to the normal use of this equipment. The Warranty period commences from the date of shipment of the goods to the Client.
10. If the Client fails to make payment on the due date stated on the invoice, Applied Infrared Sensing shall be entitled to charge an additional 0.5% interest calculated daily by the amount outstanding until the invoice is paid in full. For COD orders interest charges will start on the seventh business day from the day when the client is notified that the order has been accepted.
11. If the Client fails to make full payment and the invoice remains overdue longer than thirty days, Applied Infrared Sensing has the option of cancelling the order. The interest according to item 10 shall still be charged for the period up to the cancellation date. 22. Warranty applies only to defects noticed during the above period and covers spare parts, labour. Shipment of defective parts or systems to overseas supplier is at the cost of the purchaser. Warranty does not apply to consumables, cables or batteries and does not apply to damages resulting from improper use, misuse, modifications, or use out of the technical specifications or advice indicated by the manufacturer of the goods, damages resulting from falls or accidents. Warranty does not cover use of the equipment in dangerous or hazardous situations unless specified by amendments in writing to the normal warranty statement.
12. Applied Infrared Sensing reserves the right to recover from the Client all costs incurred in the collection of overdue and outstanding invoices and the Client agrees to reimburse Applied Infrared Sensing for these costs.
13. **Payment is required via direct deposit to our bank account.** 23. If the products are export restricted they may require a valid export licence from the country of origin prior to shipment. The end-user is responsible for providing a declaration of end-use and final country of destination.
14. When payments are made via Visa or Mastercard the total amount payable is the total amount of the invoice