

TRADING TERMS & CONDITIONS

General Conditions of Sale

- 1) Australian Scientific & Engineering Solutions Pty Ltd (Australia), ASES – Asian Scientific & Engineering Solutions Pte Ltd (Singapore), ASES Scientific Solutions ASIA Sendirian Berhad (Sdn Bhd – Malaysia), hereinafter “the ASES” operates under these Conditions of Sale which constitute a complete and exclusive statement of the agreement and understanding between the ASES and the Buyer with respect to the subject matter hereof and override any conditions to the contrary which may be expressed in any of the Buyer’s Purchase Order forms or other documents and supersede all prior arrangements between the Parties either written, oral or established through a course of dealings between the Parties and no usage of trade shall be relevant to supplement or explain any terms used hereto. These Conditions of Sale cannot be varied except in writing signed by a duly authorised officer of the Seller.
 - 2) The goods delivered under this Agreement shall be of normal industrial quality unless herein specifically stated to the contrary. Any description of such goods has been given by way of identification only and the giving or use of such description shall not constitute any sale hereunder a sale by description.
 - 3) Acceptance of a Credit Account with the ASES or acceptance of this Contract by the Buyer constitutes the Buyer’s acceptance of these Conditions of Sale and in the absence of acknowledgement the delivery of the goods and acceptance of such delivery by the Buyer shall constitute a binding contract comprised of the terms and conditions.
 - 4) This contract shall be governed by and construed in accordance with the law in effect in New South Wales and the Parties hereto accept the jurisdiction of the courts of New South Wales in relation to any dispute between them.
 - 5) The Buyer shall inspect the goods immediately upon the arrival thereof and shall within seven (7) days therefrom give notice to the ASES of any matter or thing by reason thereof the Buyer alleges that the goods are not in accordance with the specified requirement. If the Buyer fails to give such notice, the goods shall be deemed to be in all respects in accordance with the specified requirement and the Buyer shall be bound to pay for the same accordingly. No claim shall be recognised unless made in writing and received by the ASES within seven (7) days after receipt of goods by the Buyer. The total amount of any claim shall not exceed the actual invoice value of the goods claimed to be faulty.
 - 6) Ownership and property in the goods supplied/delivered shall pass from the ASES to the Buyer when payment in full has been received by the ASES and if payment is not made as provided in Condition 6 or as otherwise agreed by the Seller, the ASES shall without prejudice to any other remedies, be entitled to enter the premises where the goods are situated and re-take possession of the goods. The ASES is hereby granted an irrevocable licence to enter any such premises for the purpose of re-possessing the goods.
 - 7) Risk passes to the Buyer upon delivery to the Buyer’s warehouse or to an agreed delivery point. The Buyer shall at its own expense insure the goods against storm and tempest, loss or damage by fire, accident or malicious or negligent damage or otherwise howsoever and shall keep such insurance on hand until payment for the goods has been made to the Seller.
 - 8) The ASES shall not be responsible for non-delivery or delay in delivery of any goods caused by force majeure and the Buyer and the ASES shall be excused from performance of their respective obligations when and to the extent such performance is delayed or prevented by force majeure. If the Buyer’s need for the goods is reduced or suspended as a result of force majeure, and notification is within reasonable time of acceptance of the Order and prior to transfer of ownership, the Buyer shall be entitled to terminate the agreement. For the purpose of this commitment force majeure shall include but is not limited to natural disasters, civil disasters, political event, change of legal / political environment, business disruption, accidents, earthquake, flood, hurricane or typhoon, tornado, tsunami, volcanic eruption, wildfire/bushfire, landslide or avalanche, fire, flood, storm, earthquake, terrorist acts, revolt, war, financial markets disturbances, changes of regime or tax or regulatory authority, energy failure, external telecommunications failure, and/or failure of transport systems.
 - 9) The Buyer assumes all risks and liabilities for consequences arising from the use of the goods whether singly or in combination with other goods and indemnifies the ASES in respect of any such use. The ASES is not liable for any infringement of patent rights arising out of the use of such goods by the Buyer or the Buyer’s instructions, expressed or implied, it is the responsibility of the Buyer to ensure that the goods when used by him are not damaged and no liability will be accepted by the ASES for the consequences of the use of damaged goods by the Buyer.
 - 10) Nothing in these Conditions of Sale is intended to exclude, restrict or modify any statutory obligation of the ASES implied by the Trade Practices Act, 1974 or any State legislation if that cannot be lawfully excluded.
 - 11) ASES reserves the right to vary these Terms and Conditions on 30 days notice to the Buyer.
 - 12) In these Terms and Conditions, the expression “Goods” relates to the Goods that ASES proposes to sell or has sold to a Buyer, being the Goods described in ASES’s Quotation and a reference to Goods includes services and electronic products of any kind.
 - 13) So far as the law permits, ASES is not liable in any way for any indirect or consequential loss or loss of profit including, without limitation, any loss by reason of delay, defective or faulty materials or workmanship, negligence or any act or matter or thing done, permitted or omitted by ASES or any act or omission of any third party.
 - 14) Failure by ASES to insist on strict performance of any term, warranty or condition of the Contract will not be taken as a waiver of it or of any rights ASES may have and no waiver will be taken as a waiver of any subsequent breach of any term, warranty or condition.
 - 15) The Buyer must notify ASES immediately of any defect in the Goods of which it becomes aware after delivery and will take all reasonable steps to mitigate loss (if any) arising as a consequence of the defect. If the Buyer transforms the Goods and sells the transformed Goods, the Buyer undertakes to ASES that it will impose on the acquirer of the transformed Goods an obligation to notify immediately the Buyer and ASES of any defect in the transformed Goods of which it becomes aware after delivery and to take all reasonable steps to mitigate loss (if any) arising as a consequence of the defect. ASES will not be required to incur additional expense in repairing Goods caused by the transformation of Goods or the integration of Goods with other Goods.
 - 16) Any notice to be given by one party to the other under these Conditions must be sent by facsimile or prepaid mail to the other party’s number or address (as the case may be). No notice will be taken to have been given until it is actually received at that number or address.
 - 17) Contracts are governed by and will be construed in accordance with the laws of New South Wales.
- Quotation Conditions
- 18) Unless otherwise agreed to in writing by ASES, all quotations expire 30 days from the date of the quotation. Prices are thereafter subject to change without notice and Goods will be invoiced at the price ruling at the date of despatch.

- 19) The price of our Goods is subject to alteration without notice. All Goods will be charged at the prices ruling at the date of order plus any applicable Stamp duty, any relevant Government Taxes, Goods and Services Tax (GST) which must be paid to ASES by the Buyer when payment for the Goods is due.
- 20) The terms of payments are NET cash 30 days from the date of Invoice, unless otherwise agreed to by ASES.

Terms of Payments

- 21) Payments must be made in cash without deduction within 30 days of the date of invoice, unless otherwise provided in ASES's Quotation or agreed in writing by ASES or specified by ASES at the time an order is received.
- 22) ASES reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery if, at any time, the credit worthiness of the Buyer is, in ASES's opinion, unsatisfactory. If the Buyer has not paid ASES in full within 30 days of the payment being due, ASES may, at its option, rescind the Contract and resell or dispose of the Goods without prejudice to any claims for damages against the Buyer.
- 23) Payment of invoices other than with respect to hardware must be received not later than 30 days from the date of invoice, thereafter ASES reserves the right to charge interest at the rate of 2% per month or part thereof for outstanding amounts owing by the Buyer. Invoices with respect to hardware must be paid upon commissioning and software installation and training will not be undertaken by ASES until the invoice is paid in full.
- 24) Where payment is not received by ASES within 30 days from the date of invoice, ASES may in its absolute discretion:
- Withhold further supply, activate software time locks and dispose of stock held for the order;
 - Institute legal action for recovery of outstanding balance plus interest and costs incurred, including legal costs; and
 - Require the Buyer to pay cash on delivery for any further Goods,
- and ASES shall not be liable to the Buyer for any loss or damage resulting directly or indirectly from such action.

Delivery

- 25) Delivery shall include any act in relation to electronic products which enables their use whether by downloading, electronic keying or otherwise
- 26) Unless otherwise agreed in writing by ASES, all costs of delivery will be for the Buyer's account including any hiding costs in International territory incurred by the local government bodies, Customs or any other institution.
- 27) Any date for delivery of the Goods shown in ASES's Quotation or otherwise indicated by ASES whether before or after or at the same time as the Contract incorporating these Conditions is made, is an estimated date for delivery only. ASES shall be under no liability for any loss or damage, however it arises, if the Goods are not delivered by that date.
- 28) Without limiting (22), ASES is not and will not be liable for any loss or damage however it arises because of any failure to deliver or delay in delivery for any reason including, without limitation:
- act of God, lightning, fire, flood, explosion;
 - strike, lock-out or other labour difficulty;
 - breakage, accident or other damage to or failure of machinery or equipment;
 - unavailability or shortage of raw materials, labour, power supplies or transport facilities; or
 - failure or inability to obtain licences or the effect of any applicable laws, orders, rules or regulations of any government or competent authority.
- 29) If ASES determines that it is or may be unable to deliver within a reasonable time or at all the Contract may be cancelled by ASES. If the Contract is cancelled, the Buyer will have no claim against ASES for any damage, loss, cost or expense.
- 30) Further, shipment and/or delivery of any Goods is subject to ASES's availability schedule. ASES shall make all reasonable endeavours to meet any delivery and/or installation date(s) quoted or acknowledged, but ASES shall not be liable for any failure to meet such delivery and/or installation date(s). ASES shall not be liable for any delay in performance due to unforeseen circumstances or due to causes beyond its control including, but not limited to acts of nature, acts of government, labour disputes, delays in transportation and delays in delivery or inability to deliver by ASES's suppliers.
- 31) Any claim by the Buyer for short or wrongful delivery of the Goods must be notified to ASES in writing within 14 days of delivery of the Goods. Any claim which the Buyer does not notify within that time (time being of the essence) will be taken to have been absolutely waived.
- 32) The risk of loss or damage to Goods passes to the Buyer on delivery to the address requested by the Buyer, whereupon the Buyer is obliged to insure the Goods for at least the amount owing under the invoice until the date of payment in full or for their full insurable value, whichever is greater.
- 33) Unless otherwise agreed in writing by ASES, the risk of loss of, or damage to, the Goods will pass to the Buyer on delivery to the Buyer. If the Buyer collects the Goods or arranges for their collection from ASES then delivery will be deemed to occur on collection of the Goods from ASES.
- 34) Property in, and ownership of, the Goods will not pass from ASES to the Buyer until payment in full of the purchase price of the Goods and all other amounts owing to ASES under these Terms and Conditions.
- 35) If the Buyer fails to pay all or any part of the Buyer's total indebtedness to ASES under these Terms and Conditions, ASES may without notice and without prejudice to any of its other rights and remedies recover and/or re-sell the Goods or any of them and may enter upon the Buyer's premises by its employees or agents for that purpose.

Interest

- 36) Without prejudice to any other rights or remedies of ASES, if any payment is not made within seven days of the due date, the Buyer will be in default and, without limiting any other rights of ASES, the Buyer must pay to ASES, by way of liquidated damages, interest at the rate of 2% per year above the standard overdraft rate for overdrafts under \$100,000.00) applied by ASES's primary bank at the time (as certified by an officer of ASES) on the amount outstanding, calculated from the due date for payment until payment is made in full.

Cancellations

- 37) If the Buyer makes a change to an order causing a delivery delay or cancels an order less than fourteen (14) days prior to scheduled shipment, Buyer shall pay to ASES a fee equal to 5% of the list price of any Goods affected.
- 38) In addition, where any such change causes a delay in delivery of any Goods affected of greater than 3 months from the proposed date of delivery for the Buyer's original order, the Buyer shall be deemed to have made a new order for the Goods affected for the purposes of determining the price ruling at the date of despatch.
- 39) If the Buyer cancels an order for any Goods not included in ASES's current price list, any time after the order is received by ASES, the Buyer may be subject to an additional charge.
- 40) If the Buyer cancels any order or refuses to accept all or any of the Goods in an order other than in circumstances permitted in

these Conditions, the Buyer will be liable for any resulting damage or loss suffered by ASES. If the Goods have been or are in the process of being manufactured or produced specifically for the Buyer, the Buyer will pay to ASES as liquidated damages the full Contract price of the Goods and any costs incurred by ASES (including, but without limitation, any GST) less the current scrap value of the Goods as determined by ASES.

Warranty

- 41) ASES warrants that for the specified period from installation, any software licensed by ASES to the Buyer (hereinafter referred to as "Software") shall when correctly used by the Buyer in accordance with ASES's Software Licence Agreement perform the functions set out in the relevant Software specifications. In the event of breach of warranty ASES's liability is limited to rectification, modification or replacement of the Software or to providing amended directions for its use
- 42) To the extent permitted by law, additional charges are invoiced for work under the warranty at installations more than 30 kilometres for the nearest ASES office.
- 43) ASES may suspend the warranty in circumstances specified in the ASES Software Licence Agreement current at the date of the invoice, but the Buyer shall be given an opportunity to comply with conditions for its reinstatement.
- 44) ASES will repair or replace (at ASES's option) all Goods and their components manufactured by it which ASES, in its discretion, determines are defective in materials or workmanship under normal use and service, within 30 days of the date of delivery. The liability of ASES under this Condition is limited to the repair or replacement of defective Goods. All other costs, including cartage and installation, must be paid by the Buyer. While the Goods are in the custody of ASES for investigation or repair they will be at the risk of the Buyer and ASES or its employees or agents will not be liable for any damage to the Goods. To obtain the benefit of this Condition the Buyer must notify ASES in writing immediately on it becoming aware of the alleged defect and before the expiration of the 30 day period. Goods and components not manufactured by ASES are not covered by this Condition but ASES will endeavour to obtain for the Buyer the benefit of any applicable manufacturer's warranty. The benefits conferred by this Condition are in addition to all other rights and remedies which the Buyer has under any statute.
- 45) ASES Partners who are the manufacturer of the product also have their respective terms and conditions which then relates to their products either software or hardware warranties. Its Buyer's duty to verify and validate those warranties and ensure any implications may have before or after purchase from ASES.

Software Licenses

- 46) The licencing of any software by the Buyer from ASES shall be subject to the terms and conditions of software Author's licence agreement or software licence agreement of the manufacturer where the software is not written by ASES.
- 47) Any warranties related to software should be subject to terms and conditions and license service agreement of its manufacturer or writer or Author.

Hardware Licenses

- 48) The licencing of any hardware by the Buyer from ASES shall be subject to the terms and conditions of hardware manufacturer's licence agreement where the hardware is not manufactured by ASES.
- 49) Any warranties related to hardware should be subject to terms and conditions and license service agreement of its manufacturer.

Exclusions

- 50) Subject to the terms of any ASES Software Licence Agreement signed by the Buyer, these Terms and Conditions set forth the full extent of ASES's obligations and liability regarding the Goods ordered by the Buyer.
- 51) The Buyer warrants that it has not relied upon any representation made by ASES which has not been stated expressly in writing, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material reproduced by ASES. The Buyer warrants that it has relied upon its own skill and judgment in selection of the Goods for the purposes for which the Goods are required or the results which it wishes to achieve by use of the Goods.
- 52) To the extent permitted by law, all warranties, representations, conditions, terms or statements regarding any Goods (including any Software) whether express or implied (including any warranty or conditions as to the suitability or fitness of any Goods for any particular application) are hereby excluded unless expressly set forth in writing.
- 53) ASES shall under no circumstances be liable in any way whatsoever to the Buyer for any form of damages, losses, costs, injury or harm (including consequential loss or damage) and including personal injury, sickness or death, sustained or incurred by the Buyer or any other party resulting directly or indirectly from the supply, performance, disabling or use of any Goods (including any Software) or out of any act, breach, default, fault or negligence of ASES, its servants or agents or any third party.
- 54) The provisions of the Trade Practices Act 1974, the Fair Trading Act (NSW) and other statutes in force in Australia may imply conditions or warranties or impose obligations on ASES which cannot, or cannot to a limited extent, be excluded, restricted or modified. If such statutory provisions apply then to the extent to which ASES is entitled to do so its liability under these statutory provisions shall be limited, at ASES's option to rectification or replacement of any Goods (including any Software), as applicable, or the payment to the Buyer of the cost of such rectification or replacement.
- 55) For any further concerns please contact ASES Customer Service at info@ases.co

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