

Campbell Scientific Australia Pty Ltd

Standard Terms and Conditions of Sale

1. Quotations

Campbell Scientific Australia Pty Ltd's (CSA) Quotation is an offer which the Client may accept in writing within thirty (30) days, after which it lapses. Any variation to this initial quote deems it null and void.

2. Formation of Contract

Acceptance of CSA's Quotation creates a legally binding contract between the Client and CSA incorporating the Quotation and these terms and conditions. Formal tracked Purchase Orders under company letterhead will be required to form that contract, although CSA may accept phone or email orders at its discretion (each of which will be referred to as Purchase Orders in this document from there on). CSA will give the Client a written confirmation of any agreed variation and unless the Client notifies CSA otherwise within 1 business day of CSA sending a standard email/ticket Confirmation of Order, CSA's confirmation is to be taken as conclusive evidence of the agreed variation. If the Client places a Purchase Order without CSA having previously prepared a Quotation for the goods and/or services being ordered, then the legally binding contract incorporating these terms and conditions is created when CSA issues an Order Verification. In this later case, the word Quotation appearing in subsequent clauses of these conditions shall be read as referring to the Confirmation of Order. Special terms and conditions agreed for a specific contract can only be approved by the General Manager.

3. Execution of orders

CSA determines the manner in which the order shall be executed and the Client shall ensure that all information, assistance and advance payment which CSA reasonably needs for the proper execution of the order is supplied by the Client in a timely manner. CSA is entitled to suspend the execution of the order until all the obligations of the Client have been fulfilled. When the suspension is lifted, pricing in effect at time of reactivation of the order would apply. The Client shall reimburse CSA for any costs and/or damages arising from non-fulfilment of the Client's obligations. Should the Client fail to properly fulfil its obligations in a timely manner through any cause, the Client is in default and CSA shall be entitled to suspend the execution of any order connected thereto until sufficient security or repayment has been provided.

4. Force Majeure

CSA is not liable for incomplete and untimely execution of orders given if such is the result of Force Majeure in the broadest sense of the term, such as (but not limited to) civil disorder, military actions, natural disaster, pandemics and other circumstances which are beyond CSA's control. Should fulfilment of the order by CSA be temporarily impossible due to Force Majeure CSA shall be entitled to suspend the execution of the order and the Client will be notified in writing of the existence of such cause or event and of likelihood of delay. Should fulfilment by CSA remain impossible after a period of 2 months, the Client shall be entitled to annul the order by notification to CSA in writing and under the obligation to reimburse CSA for any part of the order that has been executed.

5. Goods to be supplied

The goods supplied by CSA are those described in the Quotation. However, CSA may substitute different proprietary parts for those specified so long as the substitute is of relatively similar quality of the original product quoted, as deemed by CSA.

6. Price

The prices stated in CSA's Quotation for delivery within Australia are ExWorks Townsville operations (Incoterms 2020), and exclude GST (which will be payable in addition at the rate in force at the date of

invoice) and unless otherwise stated, exclude delivery and domestic packing charges. GST is payable on Australian Domestic sales. The prices stated in CSA's Quotation for delivery to international locations are ExWorks Townsville operations. If CSA is requested to arrange transport of the goods then DPU (Incoterms 2020) will be used and the Client is liable for any additional cost beyond DPU. Prices quoted for the supply of goods are fixed and will not be changed, but if extra goods are ordered the Client must purchase them at CSA's list price current at the date of order. Any price stated in the Quotation for installation work is an estimate only, and based on information supplied to CSA by the Client to determine the number of hours required. Services are quoted at a daily, hourly, or specified service rate as determined by CSA and are subject to change. Extra charges will apply should CSA incur expenses which could not reasonably have been foreseen during CSA's preliminary discussions and survey. In particular, delays to site access through no fault of CSA that require additional mobilisation will incur additional charges. Out of pocket expenses including travel, accommodation, per diem and other non-labour expenses incurred are billed at cost + 10%. In this case work effort beyond that estimated in the original quote will be charged at the current hourly labour rate and the Client will be contacted prior to exceeding the original quote for approval. Prices are subject to change without notice. For services, please refer to section **Services**.

7. Payment Terms

Unless otherwise approved, all Client Purchase Orders will be prepaid prior to shipment. CSA may, in its sole discretion, extend credit to a Client. To start the credit application process, contact CSA to request the Application for Credit form and submit to CSA once complete. Upon CSA's acceptance of the Client's credit application, payments terms shall be net thirty (30) days from the date of invoice. Credit may be revoked immediately at CSA's management discretion. If CSA is to carry out installation and CSA staff will transport the goods to site, the goods portion of the Purchase Order will be invoiced when the goods are available for dispatch at CSA and prior to travelling to site. The Services' portion of the Purchase Order will be invoiced when the commissioning tests have been completed. If commissioning tests are delayed by in excess of seven (7) days through no fault of CSA, then CSA has the option to invoice up to 90% of the value of the services, with the remainder to be invoiced upon completion. Unless otherwise stipulated, you must pay us within thirty (30) days of receipt of CSA's Invoice, failing which you must pay us interest on the overdue amount at 1.5% per calendar month during the period of default. All bank transfer fees (including intermediary bank fees) are the responsibility of the payer.

8. Services

Services typically include (but are not limited to) a standard allocation of time for system design, pre-wire, commissioning, programming, documentation and base level support. Services and the results of services provided by CSA (with the exclusion of repairs – refer to section **Factory Repair / Equipment Returns**) are not warranted.

In cases where it is identified that additional services are required outside the original scope of work or standard allocation of time referred to above, a requote process will begin to reevaluate requirements and will be charged at CSA's standard service rate. No further work may be completed by CSA until the revised scope and additional charges has been agreed by both parties. Complex projects and customized systems as determined by CSA, require Services to be paid in advance regardless of credit status.

If CSA employees have to carry out work which the Client was supposed to carry out, or to correct work carried out by the Client, then a fair and reasonable additional charge will be made. It is the Client's responsibility to provide all relevant information to CSA in order to determine accurate time required to carry out services to meet the application.

9. Installation

CSA works very closely with a variety of partners across Australia who are proficient in the use of CS equipment. CSA will provide appropriate partner contact details upon request. Should CSA assess the installation and deem it within our capability, further information will be requested in order to make a final decision. This is the responsibility of the Client to ensure all information necessary is provided.

10. Delivery

The place of delivery will be the address stated on the Client's Purchase Order. So long as the Client notifies CSA of damaged or broken goods within seven (7) days of receipt, goods will be replaced at CSA's expense providing CSA's endorsed freight companies are used. The seven (7) days period is a requirement of the company insurers and CSA accepts no responsibility for damaged or broken goods should the Client fail to notify CSA within this period. Unless CSA has agreed with the Client that a particular carrier or Client's own vehicles are to be employed, the means of delivery is entirely for CSA to decide and as advised per the confirmed and agreed Incoterms conditions. Any delivery or installation dates stated are approximations only and have no contractual effect. Best efforts will be made to meet delivery dates provided, although CSA is subject to circumstances beyond its control.

11. Passing of ownership and risk

Unless otherwise agreed, if CSA staff transport the goods to the Client's premises or the installation site to install the goods, the risk passes to the Client when the goods are on the Client's premises or installation site. If CSA merely supplies goods, the risk passes to the Client as per the confirmed and agreed Incoterms conditions of supply. The Client should make certain that the goods have been covered by insurance from the moment the Client is at risk. Ownership of the goods does not pass to the Client until CSA has been paid for them. Pending payment, CSA is to be entitled to recover payment for the goods. CSA is entitled to request the Client to return the goods, and if the Client fails to do so, to enter the place of delivery and remove the goods, or any part of them, if CSA reasonably believes that CSA will not be paid for them or if payment is overdue.

12. Cancellation of Purchase Orders

CSA reserves the right to charge a 30% surcharge (including GST where applicable) for cancellation of any Purchase Order in whole or in part on the invoiced price. Additional charges such as, but not limited to, freight costs and fees will be applied at time of cancellation. Some items at CSA's discretion may not be cancelled once the Purchase Order is received. Services such as, but not limited to, pre-wires, programming and writing of documentation will be charged as per Purchase Order.

13. Restocking Fee / Refund after purchase

CSA is under no obligation to accept the return of any product. Specialty items such as custom cable length sensors or any non-standard products such as, but not limited to indent items, software, customized items (including pre-wires), batteries and other consumables may not be returned. Under some circumstances we may approve the return of unused, as new products for exchange or credit within 30 days of purchase with prior written authorisation. Products returned to CSA without prior authorisation will be returned to the Client at their cost. Products must be re-saleable as new and in original packaging where applicable. Should original packaging not be returned with said product, a replacement fee will apply. A 30% restocking fee will be applied as a minimum rate of the invoiced price (including GST) of the item(s). The original freight cost will not be refunded for the item(s) returned. This may be charged in conjunction with a 1 hour minimum repair investigation charge.

14. Factory Repair / Equipment Returns

Products may not be returned to CSA without a Return Merchandise Authorization (RMA) number issued by CSA's office. Any returns received without following the RMA process are likely to be delayed and may attract an Administrative fee. Credit card details are required for Prepaid Clients on the RMA form. The RMA number must clearly appear on the shipping container, all documentation and the returned equipment. In order to accelerate the turnaround time and reduce the service charges, a detailed description of the problem should accompany the item to be repaired. Inspection charges at the current hourly labour rate will be applied for every repair received. CSA warrants that the repairs will be performed in a competent and workmanlike manner and that all parts used to repair the Client's product will be free from defects in materials and workmanship for a period of ninety (90) days, unless otherwise specified by CSA. In cases where returned equipment is found to be operating within specifications (i.e. no problem found) CSA's standard repair and shipping charges will apply.

15. Beyond Economical Repair (BER) or Unrepairable equipment

For repairs considered BER, wherein a device's estimated cost of repair exceeds 50% of its replacement value, CSA will contact the Client of the BER status. CSA can offer 2 options for BER or unrepairable equipment, in both options inspection charges will still apply for BER and unrepairable equipment:

- a. CSA can close the repair and dispose of this unit at CSA. The Client will give CSA a written confirmation to authorise disposal of the unit. After the Client confirmation, the Client has 2 business days to notify CSA otherwise.
- b. CSA can return the equipment unrepared. The Client shall pay the cost of return shipping, import charge and all other cost from CSA to their premise.

16. Warranty

Unless otherwise indicated, CSA warrants products manufactured and/or sold by CSA to be free from defects in materials and workmanship under normal use and services for twelve (12) months from date of shipment unless specified otherwise, subject to the following conditions:

- Products may not be returned without a Return Merchandise Authorization (RMA) number issued by CSA's office. The RMA number must clearly appear on the shipping container, all documentation and the returned equipment.
- CSA's obligation under this warranty is limited to repairing or replacing (at CSA's option) products that have been returned prepaid to CSA.
- The claimant shall pay the cost of shipping, import charges, and all other costs incurred to and from CSA and/or to CSI if required.
- This warranty shall not apply to any CSA products that have been subjected to modification, misuse, neglect, accidents of nature or shipping damage.
- Batteries and other consumables are not warranted.
- CSA is not liable for consequential damages, i.e. under no circumstances will CSA reimburse the claimant for costs incurred in removing and /or reinstalling equipment.
- This warranty, and CSA's obligation thereunder, is in lieu of all other warranties, expressed or implied, including warranties of suitability and fitness for a particular purpose.

17. Compliance

The Client shall have full responsibility for compliance with the requirements of all laws, relevant statutory requirements and the requirements of all manuals, technical standards and codes relevant to the Products. The Client bears the responsibility of ensuring all equipment purchased from Campbell Scientific Australia meets common law and all requirements relating to health, safety and environmental regulations.

18. Quantity Discounts

Consult CSA for quantity discounts, if applicable.

19. Minimum Purchase Order Value

Purchase Orders for less than \$250.00 incur a \$30 + GST administration and handling fee.

20. Credit Cards

VISA and Mastercard are only accepted for payment of AUD invoices.

21. Shipping Policy

All shipments are as per the confirmed and agreed Incoterms conditions on the CSA Confirmation of Order. All freight charges are billed to the Client unless CSA has been instructed to use a Client's freight account. Where CSA provides a DPU price or other freight inclusive price on a Quotation, this is an estimate only and actual charges may vary, particularly for bulky items. Unless otherwise specified on the Purchase

Order, CSA will arrange delivery at Client's cost. For export, any applicable duties, taxes and fees will be charged to the Client at cost.

22. Law

The Client is responsible for conformance with governing codes and regulations, including safety regulations, and the integrity and location of structures or land to which towers, tripods, and any attachments are attached. Installation sites should be evaluated and approved by a qualified engineer. If questions or concerns arise regarding installation, use, or maintenance of tripods, towers, attachments, or electrical connections, consult with a licensed and qualified engineer or electrician.

The State of Queensland Law applies to this agreement even if the place of delivery lies outside of Queensland.

How to contact us

Please contact us if you have any questions about this policy:

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