

## TERMS OF TRADE

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### PRODUCT SUITABILITY

EMG Engineering freely provides capacity and mass estimates for their Products, from which suitability decisions can be made by the Purchaser. It is therefore the Purchaser's responsibility to ensure that Products purchased from EMG Engineering will not overload their machine or otherwise cause it to become unstable or dangerous. The Purchaser agrees to indemnify EMG Engineering in respect of any claim whatsoever arising out of a breach of this condition.

### ORDER ACCEPTANCE, AMENDMENTS, CANCELLATIONS AND RETURNS

All orders, order amendments and order cancellations are to be in writing and will be confirmed by EMG Engineering in writing. EMG Engineering reserve the right to charge the Purchaser for any works carried out prior to receiving notice of an order amendment or cancellation. As most products are specially made to customer requirements, EMG Engineering will not accept return of Goods for credit, except by prior arrangement.

### LEAD-TIMES AND DESPATCH DATES

Quotation lead-times (both written and verbal) are based on instantaneous workload levels and are subject to change without notice. Estimated despatch dates appearing on our Confirmation of Purchase Order are our best estimate only and we accept no liability for any direct or consequential loss which the Purchaser or their client may suffer as a result of the Goods being despatched after that date. The estimated despatch date increases daily by one day for items marked "ON HOLD" on the Confirmation of Purchase Order.

### DELIVERY CHARGES

If delivery is to be arranged by EMG Engineering, then the cost of the delivery shall be additional to the amount set out in the Purchase Order or quotation and is payable by the Purchaser, unless otherwise agreed in writing.

### PAYMENT TERMS

All Goods are to be paid for in full prior to despatch, except for approved account customers where payment is required in full within 30 days of invoice date. Non-account customers are also required to pay a 30% deposit prior to work commencing on Goods ordered.

### RETENTION OF TITLE

Title to the Goods specified on the Purchase Order remains vested in EMG Engineering, and will not pass to the Purchaser until the price of the Goods is paid to EMG Engineering by the Purchaser in full. However, risk in the Goods will pass to the Purchaser upon delivery of the Goods to the Purchaser, or release of the Goods to the Purchaser's transport carrier. The Purchaser:

- may take possession of the Goods and retain them as bailee of EMG Engineering.
- grants to EMG Engineering, and its servants, agents, employees and contractors, the irrevocable right to enter onto the Purchaser's premises (at any time of day or night) where the Goods are stored to inspect and/or remove the Goods.
- must not remove, deface or obliterate any identifying plate, mark or number on any of the Goods until title in the Goods passes to the Purchaser.

### APPLICABLE LAW

The law of the State of Queensland shall apply to the contract formed between the parties irrespective of the State of residence of either party.

### PREVAILING TERMS

These Terms of Trade are the sole contract between EMG Engineering and the buyer. Any terms or conditions included with the Buyer's purchase order shall be amended by these terms and, where the former are inconsistent with the latter, the terms of EMG Engineering shall prevail.

### AMENDMENT OF TERMS

EMG Engineering reserves the right to amend these Terms of Trade from time to time. Revised terms will be published on our website not less than 7 days before they take effect.

### PRODUCT WARRANTY

All products manufactured by EMG Engineering are warranted against defects in material or workmanship strictly in accordance with EMG Engineering Warranty Conditions, available on our website.