

Tilta Industries Pty Ltd
ABN: 78 117 977 938
STANDARD TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The Customer's purchase order will be accepted subject to the following terms and conditions and shall be the only terms and conditions applicable, regardless of any conditions which may appear on the Customer's Purchase Order or contract, unless amended in writing by Tilta Industries and or the respective Tiltip Franchisee who the client / agent is negotiating with and who is expected to construct any Tiltip Technology Products on behalf of the end user

2. PRICES AND PAYMENT. All prices are ex works Sellers' facility Tilta Industries Murwillumbah, NSW, Or the Southern NSW Franchisee Tech Engineering Smeaton Grange NSW, and or The Victorian, South Australian, Tasmanian Franchisee MBI Engineering Ballarat, and unless otherwise stated, do not include freight, insurance, taxes, imposts, customs and/or statutory duties, or any other similar charges. All payments shall be made in accordance with the terms set forth in our quotation. The Seller shall have the rights to revise the unit and total pricing of this quotation if the quantities or design preferences set out in the Customers Purchase Order are varied. All accounts are due and payable within 7 (seven) days from date of invoice. A service fee of 10% per month may be charged for overdue accounts.

3. DELIVERIES. All inspections and dimension checks must be carried out by the client and or their dealer representative prior to delivery. Any claim against quality of workmanship or materials after the goods leave our yard will not be recognised. The Seller shall use its best endeavours to deliver upon the dates specified in the quotation; however the Seller shall be under no liability for any loss of income or profits of the Customer, its successors, assigns or customers as a result of any delay in delivery, or non-delivery.

4. GST. The pricing given in any Quotation does contain 10% Goods & Services Tax component, unless stated otherwise in Tilta Industries, Tech Engineering, and or MBI Engineering, Tiltip Documentation

5. EXCUSABLE DELAY. Should any client negotiations, tender documentation and or purchase order documentation contractually stipulate delivery schedules: The seller must first acknowledge and agree to those stated delivery schedules in writing. The Seller shall not be liable for delays in delivery, performance, or failure to perform, manufacture or delivery due to causes beyond its reasonable control, acts of God, acts of the Customer, acts of civil or military authority, fires, floods, war, riot, epidemics, delays in transportation or inability due to causes beyond its reasonable control or to obtain the necessary labour, materials, components, utilities or manufacturing facilities. In the event of any such delay, the date of performance/delivery shall be extended by a period of time as may be reasonable to compensate for such delay

6. WARRANTY. Except so far as such warranties and conditions are validly implied by the Trade Practices Act (1974 as amended) and Sale of Goods Act (NSW), all warranties and conditions express or implied (other than statutory warranties and conditions) and all other remedies against the Seller for consequential or other damage are expressly excluded. The Customer agrees that should any defects in the goods become apparent then the Customer will notify the Seller within 7 days of discovery of such defect and will follow the Sellers instructions in respect of the disposition and return of the defective article/s. The Customer agrees that should he fail to follow such procedures then any claim for breach of any such warranties implied as aforesaid shall be limited to the amount of damage which the customer should have incurred if he had followed such procedure as aforesaid.

Tiltip Bodies Warranty; [Faulty Materials and Workmanship], Tiltip products operating in what would be considered "Normal Industry Operating Conditions" are covered by the manufacturer for 12 month warranty, calculated from the date of despatch / delivery ex Tilta Industry, Tech Engineering and MBI Engineering premises.

Third Party Vendor components used in the manufacture and functional operation of Tiltip Bodies; Ie. Hydraulics, Pneumatics, Remote Hand Held Function Controls, Winches; Hydraulic or Electric, Electrics Looms and Cabling, are covered for 12 months warranty from the date of despatch ex Tilta Industries or their Franchised Agents premises. All third party supplied components will reflect, and are subject to those third party vendor warranty condition.

Ancillary Equipment supplied and fitted by third parties, to be used in conjunction with Tiltip; such as hydraulic cranes are not covered under Tiltip warranties. Claims must be processed through those respective vendors and or their agents

Note; Evidence of Abuse, overloading, incorrect operating procedures, or lack of preventive maintenance will automatically void all warranty

7. EQUIPMENT, MATERIALS AND PARTS SUPPLIED BY CUSTOMER. All equipment, materials and parts supplied by or on behalf of the Customer for the purpose of manufacture or test of the articles being or to be produced by Seller shall be of suitable specification for their intended performance. The Seller shall take all reasonable steps to protect and safeguard such equipment, materials and parts supplied whilst on the Sellers premises, however all risk of loss, damage to, or destruction of the aforesaid, how so ever caused, shall be the responsibility of and be borne by the Customer. Where material is supplied by the customer, the Seller will not replace such material damaged or in any way rendered unsuitable due to faulty workmanship. The Seller will however perform the contracted work from replacement material with no variation to the original contract price unless manufacturing costs have actually been incurred by the Seller, in which case those costs will be passed on to the Customer. Flaws, hard spots or other defects or non suitability in material supplied by the Customer shall be brought to the attention of the Customer and any additional costs incurred by the Seller as a result of such defects or non suitability shall be added to the Customer's account.

8. EXPORT. If any article sold hereunder is for export, then the Customer shall be responsible for arranging for transportation, insurance and export clearances, and payment of associated costs.

9. DRAWINGS, SPECIFICATIONS AND SAMPLES. Unless otherwise specified in writing beforehand, should any conflict exist or arise between the requirements of (a) any drawing/s, (b) any specification/s and sample/s furnished by the Customer in respect of the articles to be manufactured by Seller, the requirements of the drawing/s shall prevail, however in the case of supplied electronic C.A.D. data, then this will prevail over hard copy drawings, the seller will need to be notified within 7 days if there is a dimensional error and the said error will be recalculated to assess who is at fault, any fault deemed to be the fault of the seller will be rectified by the seller, if the fault is of the customers or subcontractors doing then the seller will back-charge the customer the rectify the fault or dimensional error to its correct position.

10. PASSAGE OF RISK AND TITLE. The Customer / Agent / OEM Dealer Representative shall be responsible for all Risks in respect of the manufactured article/s following delivery ex works, Murwillumbah, Smeaton Grange, and Ballarat. Title shall only pass to the Customer on final payment of all monies due and payable in respect of the manufactured article/s.

11. SHIPMENT. All costs of shipment, cartage, freight, and insurance of articles sold hereunder shall be for the account and be payable by the Customer and or their agent/s and shall be in addition to the price specified, unless agreed otherwise in writing by the Seller.

12. TERMINATION OF ORDER. In the event of cancellation or termination by the Customer of any order or part thereof resulting from this quotation, then the Seller shall be entitled to reimbursement of all reasonable production and cancellation costs incurred up to the time of such cancellation, in addition to any damages sustained as a result of such cancellation.

13. INDEMNITY. The Customer shall indemnify the Seller against all claims, damages, demands, penalties, costs, charges and expenses which the Seller may become liable for in relation to any infringement or alleged infringement of any intellectual property, including patents, rights relating to trademarks, or copyrights, which result from data, information or instructions supplied by the Customer and visa versa.

14. APPLICABLE LAW. This agreement shall be interpreted in accordance with the laws of the State of Tiltip client / franchisee product purchase negotiations and Tiltip product fabrication IE. For Tilt Industries and Tech Engineering; laws of New South Wales, and for MBI Engineering; laws of Victoria Australia.

15. VARIATIONS OF TERMS AND CONDITIONS. Unless otherwise amended in writing by Seller, no alteration of or addition to these Terms and Conditions, or any representation, statement or promise inconsistent therewith shall be valid.

16. ENTIRE AGREEMENT. Upon receipt of the Customers Purchase Order by the Seller, as acceptance of these Terms and Conditions , the provisions hereof (including any pertinent documents, drawings and specifications applicable hereto) shall constitute the entire Agreement between the parties and supersede all prior offers, negotiations and agreements relating to the subject matter hereof. The agreed deletion of any clause or of any part of these Terms and Conditions by the Seller shall not affect the validity of the remaining terms and conditions of sale.

17. Client / Agent / OEM Dealer Representative Responsibilities; It is the Client's, their Agent's, and OEM Dealer Representative's responsibility to fully review and understand client / end users logistic, payload and operations requirements, including taking into consideration the suitability of any nominated ancillary equipment / attachments to ensure the make and model of cab chassis of choice are suitable for client / end user logistic and operations requirements

Note; “Tiltip Weight Estimates” Weight estimates provided on either the Tiltip web site, Tiltip marketing material and or Tiltip quote documentation are provided as a approximate guide to assist the client, agent, customer / end user determine make, model cab chassis suitability and choice when considering client's / end users anticipated logistic task and operation's requirements.

However those Tiltip body weight estimates must be regarded only as “Weight Estimates” provided for the benefit of the Client / Dealer Representative when determining make model cab chassis suitability, and must not be relied on solely to estimate actual vehicle weights and or payload capacities.

Construction weights will vary according to the nature and gauge of materials used in body fabrication reflecting Tiltip tray and sub-frame design, width and length of tray, operating hydraulics, including any nominated ancillary equipment, and their mountings, and tray / equipment fittings, and finally the specific client / agent nominated design or equipment preferences.

Client, OEM Representative must also allow for driver, crews, load restraint and ancillary operating equipment, including fuels, when determining cab chassis make model suitability related to payload and end-user operation requirements

It is recommended the Client, Agent, OEM Dealer Representative consult Tiltip representatives during such deliberations

Cab Chassis PTO Compatibility: The Delivering Dealer is responsible to insure the cab chassis computer management system are fully programmed and PTO Compatible

The client / OEM dealer will incur additional charges should Tilt Industries and or any of our authorized agents need to reprogram cab chassis computer management systems to accommodate PTO functionality

Driver Induction: Is normally provided by the Delivering Dealer Representatives.

Clients / End User may request Tiltip personal to undertake operator instruction training at prearranged and mutually agreed times and client nominated venues

Tiltip Induction Charges will include: Actual Travel Expense; Air Fares, Car Expenses etc, Meals and Accommodation, and a daily labour charge of \$650.00. Plus GST

18. Tilt Industries Tiltip Technology Registered International Patents and Trade Marks; Clients, Agents, OEM and Dealer Representatives acknowledge Tilt Industries Tiltip Technology international Patents and Trade Mark Registrations;

International Patents; Australia 2006257766; New Zealand 565004; Europe 1896292; USA 11/917225

Tiltip trade mark registration; 1288455

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