

## General Terms and Conditions of Quotations and Sale

### DOC-QMS-001

All goods and services are supplied on the terms and conditions set out herein and no addition or variation to these terms and conditions will have any effect unless expressly agreed in writing by Natural Area Consulting Management Services (Natural Area).

#### 1. Quotations & Orders

- a) Unless previously withdrawn, a quotation is valid for 30 days or such other period as stated in it. A quotation is not to be construed as an obligation to sell but merely an invitation to provide goods and or services and no contractual relationship shall arise from it until the Client's order has been accepted by Natural Area.
- b) Natural Area shall not be bound by any condition attached to the Client's order or acceptance of a Quotation and, unless such conditions are expressly accepted by Natural Area in writing, the Client acknowledges that such conditions are expressly negated.
- c) Orders do not become actionable by Natural Area until such time as all conditions recorded in the quotation have been complied with, including the payment of any deposit(s) and provision of a valid Purchase Order.
- d) Cancellation of an order must be made in writing; cancellation fees may apply to compensate Natural Area against loss or works undertaken.
- e) Changes to orders requested by the Client shall not be effective unless accepted in writing by Natural Area. The Client shall be liable for any costs, expenses, and liabilities incurred by Natural Area in connection with any such changes to orders.

#### 2. Price

- a) c) Notwithstanding Clause 1(a), Natural Area:
  - i. shall be entitled to vary the quoted price for the goods and services at any time prior to delivery if the cost to Natural Area of performing the contract is increased by reason of delivery of the goods and services outside normal working hours at the request of the Client or to an address other than that originally specified by the Client.
  - ii. shall be entitled to apply charges for additional services relative to the order where such services and the additional charges are agreed with the client.
  - iii. reserves the right to apply prices ruling at the time of delivery.

- b) Quoted prices for hire of any fitting tools and equipment in conjunction with goods supply are subject to change if there is any change in quantity or type of the goods purchased.

#### 3. Terms of Payment

- a) The Client is not entitled to withhold payment or make any deduction from the quoted price of the goods and services in respect of any set off or counterclaim.
- b) If the Client fails to pay for any instalment of the goods, Natural Area may in its absolute discretion, but without prejudice to any other remedy it may have, postpone the fulfilment of its obligations under this order and under any other order with this Client until such payment is made and charge to the Client any extra expense incurred thereby.

#### 4. Property in the Goods

- a) Notwithstanding delivery of the goods to the Client, property of the goods will not pass to the Client until the Client has paid to Natural Area all sums owing by the Client to Natural Area under the order.
- b) Until such payment is made, the Client holds the goods as bailee for Natural Area and will store the goods separately from other goods on the premises of the Client or in some other way as to render them capable of separate identification.
- c) Where payment is not made on or before the due date, the Client will, upon demand by Natural Area, deliver the goods to Natural Area, failing which Natural Area is irrevocably authorised to enter upon the place where the goods are situated and remove them and the Client will indemnify Natural Area against any action claim or demand arising out of the exercise by Natural Area of its powers under this sub-clause.
- d) Where the Order is for delivery of goods by instalments, property will not pass in any instalment until payment has been made to Natural Area for the whole Order.

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#### 5. Risk

- a) Risk will pass to the Client on delivery of the goods notwithstanding that ownership remains with Natural Area until payment is made in full.

#### 6. Delivery

- a) Unless otherwise agreed in writing, or specified in a Natural Area quotation, goods will be available for collection from the Natural Area Whiteman Park Depot (99C Lord Street, Whiteman WA).
- b) Although every effort is made by Natural Area to keep the delivery date agreed, Natural Area assumes no liability for any loss or damages occasioned by delays in delivery.
- c) Unless otherwise agreed in writing, Natural Area shall be entitled to make delivery by instalments and to determine the route and manner of delivery of the goods.
- d) Natural Area's delivery records shall be prima facie proof of delivery of the goods to the Client.
- e) If Natural Area is prevented (directly or indirectly) from delivering the goods or any of them by reason of any act of God or strikes, lockouts, trade disputes, fire, breakdown, interruption of transport, governmental action or any other cause whatsoever (outside its control), Natural Area will be under no liability whatsoever to the Client and will be entitled at its option either to terminate the Order or to extend the time of its performance.

#### 7. Cancellation or Suspension of Orders

- a) Orders accepted by Natural Area may not be cancelled either wholly or in part without the consent in writing of Natural Area and Natural Area reserves the right to apply charges for cancellation as per quotation.

#### 8. Liability

- a) Upon discovery of any defect in the goods supplied by Natural Area, the Client shall immediately and without delay notify Natural Area in writing. The Client shall not carry out any remedial work without first obtaining the written consent of Natural Area to do so.
- b) To the extent permitted by statute, the liability, if any, shall be at Natural Area's option and limited to:
  - i. the replacement of the goods or resupply of the goods by Natural Area; or
  - ii. the repair of the goods
- c) Any service or advice which may be offered by Natural Area, its servants or agents to the Client or

its agents, is rendered in good faith and Natural Area shall not be liable for any loss or damage arising therefrom in the absence of agreement to the contrary.

- d) For the avoidance of doubt, Natural Area will be under no liability whatsoever to the Client for any loss, injury or damage (including consequential loss, injury or damage) suffered or caused as a result of or arising out of any act or omission (whether negligent or otherwise) by Natural Area, its servants or agents or any other person in any way related to or arising out of the Order by Natural Area.

#### 9. Intellectual Property

- a) All copyright, design right and other intellectual property in any design, specification, process, method of working or other information relating to the Goods (other than that provided by the Client to Natural Area) shall vest for all time in Natural Area. Natural Area only grants to the Client an irrevocable licence to use the Goods.

#### 10. Paramountcy

- a) These General Terms and Conditions of Quotation and Sale shall constitute the entire agreement between Natural Area and the Client and no terms, conditions, obligations or other provisions of any nature not contained in these General Terms and Conditions of Quotation and Sale shall be of any effect except where the condition of sale is subjected to Natural Area's Consultancy Agreement. For the avoidance of doubt, these General Terms and Conditions of Quotation and Sale shall apply in all circumstances, including where the Client validly accepts a quotation, and the terms thereof or where the Client and Natural Area otherwise proceed with carrying out work under the Order, whether or not the Client, at any time and by any means, purports to impose its own terms and conditions.

#### 11. Governing Law of Contract

- a) These General Terms and Conditions of Quotation and Sale are governed by, and are to be construed in accordance with, the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia and any court hearing appeals from those courts.



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### Quote Acceptance & Acknowledgement of Terms & Conditions

All details to be completed by an authorised representative of the Client

Company Name \_\_\_\_\_

Trading As \_\_\_\_\_

ABN \_\_\_\_\_

ACN \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Key Contact \_\_\_\_\_

Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_

I/We \_\_\_\_\_ (Client Name)

Accept quote \_\_\_\_\_ (Quote No.)

To the value of \_\_\_\_\_ (Value of quote ex GST and excluding any variations approved after the date of this acknowledgement)

Name (Print) \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

Signature \_\_\_\_\_