

## General Conditions of Sale

### 1. APPLICATION

These conditions shall apply to all goods sold by Walker Scientific Pty Ltd (hereafter known as Walker Scientific) to the purchaser of such goods ("the Purchaser") unless varied in writing by a duly authorised representative of Walker Scientific.

### 2. ACCEPTANCE

All orders shall constitute an offer and shall be subject to acceptance by Walker Scientific. Orders cannot be modified or cancelled after acceptance except with the written consent of Walker Scientific.

### 3. PRICES

- 3.1 Walker Scientific reserves the right to (at its discretion) recover monies resulting from adverse currency movements between the time of quotation and final payment for the goods by the Purchaser.
- 3.2 Unless otherwise stated in writing by Walker Scientific, prices quoted are ex-warehouse Perth Western Australia and are exclusive of all taxes (including Goods and Services Tax) ("GST"), handling, delivery, agents' charges and any other charge, duty or impost. The Purchaser must pay Walker Scientific any GST for which Walker Scientific is liable as a consequence of a taxable supply made under, in connection with, or arising out of these terms and conditions at the same time and in the same manner as the amount on which the GST is calculated is paid.
- 3.3 If the Purchaser has been granted credit facilities by Walker Scientific, the price of the goods is due and payable in accordance with the terms and conditions of those credit facilities.
- 3.4 Unless otherwise agreed in writing by Walker Scientific, payment shall be made in full within 14 days from the date of the invoice. For consumable and small ex-warehouse items, payment is to be 14 days from delivery. The time of payment is of the essence of the contract; all payments must be made on or before the due date as a condition precedent to future deliveries under this or any other contract.
- 3.5 Unless otherwise agreed in writing by Walker Scientific, any order destined for a country outside of Australia shall be paid in full before shipping.

### 4. DELIVERY

- 4.1 Walker Scientific will use its best endeavours to fulfil any accepted orders but reserves the right to cancel any order relating to any item or items which in the opinion of Walker Scientific is impractical or uneconomic to produce or supply.

**4.2** Walker Scientific will use its best endeavours to make delivery at the time specified in an accepted order (if a time is specified) but will not be responsible for any loss or damage sustained by the Purchaser or any other person, by reason of any delay in delivery, supply or completion or any failure to fulfil an order or make delivery, howsoever caused. Walker Scientific may suspend delivery, supply or completion and/or terminate the contract in the event of a delay or failure to deliver caused by labour dispute or acts of force majeure including but not limited to acts of God, war, lightning, fire, earthquake, storm, flood, explosion, unavailability or delay in availability of equipment, materials or transport, and any other cause of these kinds or otherwise which is not within the control of Walker Scientific.

## **5. CLAIMS**

**5.1** Walker Scientific is not responsible for any loss or damage to goods in transit including but not limited to all types of property, pecuniary or other loss or damage including consequential loss or damage. Walker Scientific will render to the Purchaser such assistance as may be necessary to press claims on carriers provided the Purchaser notifies Walker Scientific and the carriers in writing immediately the loss or damage is discovered on receipt of goods and lodges a claim to the carrier within 3 days of the date of receipt of the goods.

**5.2** Claims for goods supplied in error, or for discrepancies in quantities delivered, will not be accepted unless made within five commercial days of receipt of order.

## **6. RETURNS**

Requests to return stock for credit are at the sole discretion of Walker Scientific and will only be considered when:

- a) The request is made by the original purchaser;
- b) The goods were purchased from Walker Scientific and the relevant invoice is quoted;
- c) The goods are in original condition;
- d) The goods were purchased within the previous six months;
- e) Freight is prepaid; and
- f) The goods have more than three months before expiry.

## **7. INSTALLATION**

In case of equipment which Walker Scientific or the manufacturer undertakes to install, it shall be the Purchaser's responsibility to provide any service utilities required (e.g. electrical power outlets, water outlets, drains, compressed air line, gas supplies, etc.). If special handling equipment is required, such as heavy lift gear for movement of equipment to and/or at the installation site, the cost of hiring or using such equipment and any associated charges will be additional to the Purchaser's account. Installation will be made at the time of delivery or as soon as practicable thereafter, and the equipment will be at the Purchaser's risk from the time of delivery. Unless otherwise mutually agreed, Walker Scientific's responsibility to install such equipment may cease if the installation is deferred by the Purchaser.

## **8. WARRANTY AND LIMITATION OF LIABILITY**

**8.1** Walker Scientific warrants that all goods sold are free from defects in materials and workmanship at the date of dispatch by Walker Scientific. Any defect in workmanship or materials occurring

within 12 months from the date of invoice or acceptance in the case of installations, will be replaced or repaired free of charge for components provided the parts are returned to Walker Scientific at the Purchaser's expense. In the case of equipment installed at the Purchaser's site, all travel expenses and travelling time may be charged at ruling rates applicable. However, because Walker Scientific does not have control over the manner in which the goods are used after purchase, the warranty does not apply to electronic tubes, lamps, seals, check valves, illumination sources, items wholly or partly of glass, silica or ceramic material, thermocouples, batteries, electrical elements and other items considered as consumables, nor does it cover the repair of any fault or the replacement of any defective part resulting from negligence or malpractice of the Purchaser or its servants.

- 8.2** Vacuum devices and high voltage devices are normally subject to a pro-rata credit of an assumed 12-month product life. Exceptions to a pro-rata credit will be listed on a specific client proposal.
- 8.3** To the full extent permitted by law, Walker Scientific will not be liable to the other party in respect of any claim for any loss of profit, data, goodwill or business, for any interruption to business, for any failure to realise anticipated savings or for any consequential, indirect, special, punitive or incidental damages. To the full extent permitted by law, Walker Scientific's total liability to the Purchaser for loss or damage of any kind suffered or incurred by the Purchaser, whether as a result of a breach by Walker Scientific of this Agreement, negligence or any other tort, under statute or otherwise at all, is limited in the aggregate for all claims relating to this Agreement, to the fees paid under this Agreement.
- 8.4** Subject to this warranty and so far as may be permitted by law including, but not limited to the Australian Competition and Consumer Act 2010 and applicable sale of goods legislation, the Purchaser agrees that all other conditions and warranties whether statutory or otherwise are excluded in relation to the goods and any services provided by Walker Scientific and, to the extent permitted by law, and subject only to express exceptions contained in these terms and conditions, Walker Scientific will not be liable for any loss, damage, injury or death which the Purchaser or any other party sustains, incurs or is liable for, arising directly or indirectly from the supply of goods by Walker Scientific, the promotion or sale of the goods by the Purchaser, or the provision of services by Walker Scientific, or out of the negligence of Walker Scientific. In the event of any statutory claims that cannot be excluded, Walker Scientific's liability shall, at Walker Scientific's option, be limited to:
- a) the replacement of the goods or the supply of equivalent goods;
  - b) the repair of the goods;
  - c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
  - d) the payment of the cost of having the goods repaired; or
  - e) in the case of services, the supply of the services again, or the payment of the cost of having the services supplied again.
- 8.5** The warranty and any other express warranties given by Walker Scientific shall be void if the Purchaser undertakes any unauthorised modification or servicing of the equipment other than that deemed "normal user maintenance" as specified in the operation manual of the equipment.

## **9. RISK AND TITLE**

- 9.1** The risk on the goods shall pass to the Purchaser immediately upon dispatch of the goods by Walker Scientific (unless otherwise agreed) but title in them shall not pass to the Purchaser until

the Purchaser has discharged all outstanding indebtedness to Walker Scientific in respect of the goods or any other amounts owing to Walker Scientific.

**9.2** Until payment in full of such indebtedness has been made, the Purchaser acknowledges and agrees that:

- a) The goods supplied are held by the Purchaser as bailee.
- b) The Purchaser must store the goods supplied in such a way that they are identifiable as the property of Walker Scientific.
- c) Walker Scientific may at any time terminate this contract and the bailment and the Purchaser hereby irrevocably gives Walker Scientific, its agents and servants, leave and licence without the necessity of giving any notice to enter on and into any premises occupied by the Purchaser to search for and remove any of the goods supplied to or in which Walker Scientific has property as aforesaid without in any way being liable to the Purchaser or any person or company claiming through the Purchaser and if the goods or any of them are wholly or partially attached to or incorporated in any other goods, Walker Scientific may where practical disconnect or sever in any way whatsoever as may be necessary to remove the goods.
- d) If the goods are sold, the Purchaser acknowledges that such a sale is by the Purchaser as bailee for and on behalf of Walker Scientific and the Purchaser must hold the proceeds of such a sale in a separate account on trust for Walker Scientific and identified as such in the books of the Purchaser.

## **10. INDEMNITY**

If the Purchaser breaches any of these conditions which apply to it wholly or partly, including without limitation, failing to accept the goods delivered, the Purchaser shall indemnify and shall hold Walker Scientific harmless from any and all loss, costs and damages incurred by Walker Scientific on account of such breach including but not limited to all taxes, charges and costs, including product storage costs.

## **11. INTEREST**

The Purchaser must pay interest to Walker Scientific where payment is not made by the due date. Interest is payable on any of the amounts owing, due and payable, but unpaid (including interest payable under this clause but unpaid), from and including the due date for payment to the date of actual payment (as well as before judgement).

The rate of interest will be the sum of 2% plus the Westpac 90-day bank bill rate as published in the Australian Financial Review, calculated with reference to successive periods of 30 days commencing on the day following the due date for payment. Interest accrues from day to day and may be compounded by Walker Scientific at 30-day intervals.

## **12. CREDIT REPORTING**

Where goods are supplied to the Purchaser on credit, the Purchaser irrevocably authorises Walker Scientific, its employees and agents to make such inquiries as Walker Scientific deems necessary to investigate the credit worthiness of the Purchaser from time to time including (but without limiting the generality of the foregoing) the making of inquiries of persons nominated as trade referees, the bankers of the Purchaser or any other credit providers (the information sources) or credit reporting agencies, and the Purchaser hereby authorises the information sources to disclose to Walker Scientific such information concerning the Purchaser which is requested by Walker Scientific.

### 13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws in force in Western Australia and the Purchaser submits to the jurisdiction of the courts of that State.

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Walker Scientific Pty Ltd · Graeme Walker, Director