

## GENERAL TERMS AND CONDITIONS FROM CONSILIUM AUSTRALIA PTY LTD

Referred to as Consilium from hereon.

Terms and Conditions Are Subject to Change Without Notice

### General

Unless otherwise agreed in writing these general terms and conditions (the "T/Cs") applies to all orders and deliveries from Consilium. The Buyers own terms and conditions shall only apply if accepted in writing.

In addition to the T/Cs, Orgalimes General Conditions for the Supply and Erection of Mechanical, Electrical and Electronic products ("Orgalime SE 01") are applicable. Orgalime SE 01 shall be supplementary to the T/Cs. In case of inconsistencies, the T/Cs shall prevail.

In order to exchange goods and services with Consilium customers are required to agree to abide by Consilium terms and conditions.

### Quotations

Quotations are without obligation and are an estimate only.

Quotations are valid for 1 month from date of issue.

Service quotations do not include the COVID isolation days if required in any states. Isolation period, medical tests, travel, diem accommodation etc. will be charged extra if required.

### Purchase Orders

Receipt of a Purchase Order is regarded as acceptance of our Business Terms and Conditions unless exceptions are mutually agreed to separately.

Purchase Orders are considered as a legal and binding offer and or work instruction from the Buyer. A Purchase Order will be accepted by Consilium in the form of an Order Confirmation. An order confirmation is deemed approved by the Buyer in its entirety unless objections are raised within three working days after receipt.

New orders will not be processed until overdue accounts are settled.

Service attendance will be booked upon receipt of Purchase Order only. They remain tentative until the Buyer's Purchase Order received. Attendances will be confirmed by return notification from Consilium after receipt of the Purchase Order.

Service expenses such as airfare & accommodation costs are non-refundable and will be charged even if Purchase Orders (jobs) are cancelled by the owner of the Purchase Order.

An **Order Amendment Fee** of 2% of the order value will apply if any changes to the Order after the Order Confirmation issued.

An **Order Cancellation Fee** of 10% of the order value will apply for any cancelled orders after the Order Confirmation is issued.

### System Sales & Commissioning

Installation must be done in according to Consilium's installation requirements and recommendations, which can be found in the manual shipped with the delivery.

A system always requires onsite startup and programming which must be done by a Consilium trained and authorized technician.

Startup/commissioning shall be ordered no later than 4 weeks in advance.

Before a Consilium certified technician will attend for startup/commissioning the whole system is required to be properly installed, checked for faults, and connected to main and emergency power but not turned on.

During build period all detectors shall be well protected from pollution, the protection caps shall not be removed until final test and delivery to the owner.

All loops & loop units shall be installed, according to "Salwico installation requirements" tested and found free from faults. The loops shall be connected to the central. The power shall be in the central but NOT connected. All definitions of outputs shall be done before delivery of central point.

Consilium claim the right to deliver equivalent detectors and line units holding other labels with unchanged prices.

Change of the design within 6 weeks before delivery may affect the delivery time and the price.

If the above and terms & conditions not fulfilled

### Prices

Prices are exclusive of taxes, GST, duties, and similar levies, these will be added dependent on local tax laws.

All third-party costs are charged at cost plus 15%.

The final price is determined by actual hours, actual travel routing and spare parts used to complete the service.

Prices are subject to change. These changes can be influenced by directives from the Product Companies and external market conditions including rates of exchange.

### Payment and related matters

Sales Invoices will be issued at time of dispatch or after service completion. The due date will be determined by the agreed account credit terms. Unless agreed credit terms in place, spare parts will be sold on pre-payment terms. In this instance, item will not be dispatched until payment received.

The Buyer is not entitled to offset payment against any claims against Consilium.

Any disputes against the issued Sales Invoice must be raised within 5 business days: Consilium has 3 business days in which to review and respond to the dispute. The payment due date remains in place unless agreed that the grounds for the dispute are legitimate and a new invoice is issued.

Currency on quotes/invoices is non-negotiable and determined by Company Management. Payment must be made to the corresponding bank account based on quoted currency. Bank charges ( including charges resulting from FOREX transactions) must be borne by the purchaser. Failure to do so will result in the payment being listed as a short payment. This could lead to late payment penalties applying and or prevent goods being dispatched.

### Payment terms

Our standard payment terms are 14 days from date of invoice posting. This is extended to all active customers.

Existing customers receive standard 14-day payment terms.

New customers receive prepayment terms.

After prepayment standard 14-day payment terms apply.

On exceptional cases, new customers may be asked to pay 25% of the order value, to secure the order. This will be applied for all orders with a value greater than AU\$ 5,000.00.

Customers returning after more than 2 years receive prepayment terms.

Customers requiring more than 14 days credit are required to complete a credit application form. Credit application will be reviewed by Company Management. Approval only granted by Company Management.

Extended credit may result in increased sales price.

All goods remain the property of Consilium until such time as they are paid for in full by the customer. Any additional costs incurred as a result of debt recovery will be borne by the customer. The agreed Credit terms are subject to change depending on the total value of the order and the payment terms passed onto Consilium at the time of the transaction.

Payment for actual goods received must be made based on original due date on sales invoice regardless of incorrect/missing items. Payment must be made for received items. Otherwise, a late payment fee will be charged.

### Default interest / Late Payment Fee

If payment should not be made in due time, default interest will be charged on the overdue amount from the due date at the rate of 10% per month. In addition, all costs and expenses occurring as a result of the delay shall be borne by the Buyer.

## Terms of delivery / Freight

Freight charges will be confirmed at the time of invoicing, pricing will be determined by the final dimensions of the shipment once packed according to manufacturer's factory guidelines.

We use our preferred courier for shipping.

Delivery address must be disclosed together with signed proof of delivery within 10 days of receipt.

If the shipment is collected directly by the customer, 5 business days are available as 'Free days' to collect the shipment. After the 'Free days' storage fees will be charged for the shipment. Storage fee is AUD 200 per calendar day up until 5 days after free period, thereafter, is AUD 500 per calendar day.

Customers to advise of incorrect/missing items within 3 days of receiving shipment.

## Return Shipments/Products

Before sending any return items to Consilium. Communicate with Consilium's contact person to get the return approved and receive an RMA-number (Return Merchandise Authorization), the RMA-document must be filled in and attached to the product's in the package and also clearly marked outside the package with RMA number.

Please note that Consilium will decide if the return shipment is requested / necessary or not.

As Consilium are supplying safety products it is our policy NOT to accept packages in return with broken seal or without ESD protection into ordinary selling stock in Consilium. All return products shall be packed as for overseas transport.

Products which have past EOL (End of Life) will NOT be accepted back to Consilium.

Products with limited lifetime such as batteries, gas sensors and test gases will NOT be accepted back to Consilium.

The response time from the Consilium is set to reply with results/decision of the assessment within 1-3 weeks depending on the product and number of products returned. Reason for the required lead time is that some products will be forwarded to sub-suppliers for evaluation and therefore requires more time. Consilium's standard requirement to all sub-suppliers is to receive test results within 4 weeks.

## Extended delivery time and changes

If the Buyer fails to pay or open L/C within the agreed time or delays the work by adding to or changing the order, Consilium may extend the delivery time by a period that in Consilium's opinion is appropriate to the circumstances (normally such extension corresponds to the delay with an addition of 14 days).

Changes of delivery date or any other changes for deliveries to new building projects must be made at the latest 90 days prior to the shipment date. Changes for deliveries to retrofit projects must be made at the latest 14 days prior to the shipment date.

If contracted delivery of system sales is postponed by customer more than 15 days, Consilium have the right to charge a compensation of 0.1% of the contract amount for each exceeding day, up to a maximum of 10% of the contracted value. If delivery postponed more than 120 days, Consilium have the right to terminate the order.

For spare parts deliveries, change of delivery date or any other changes must be made at the latest two days prior to shipment.

Changes later than stipulated above will if at all accepted by Consilium - give Consilium the right to charge additional costs and revise price and delivery time.

## Buyers breach of contract

If the Buyer fails or, in Consilium's opinion is likely to fail - to meet any obligation to Consilium, then Consilium may, in addition to and without prejudice to its other remedies (and without any compensation to the Buyer) cancel any outstanding order or any part of any contract which remains unperformed.

**Consilium is entitled to compensation for all its losses (including indirect loss and consequential loss) in case of the Buyers breach of contract.**

## Guarantee

The guarantee is valid only if Consilium's own service engineers or service engineers authorized by Consilium have adjusted, tested and commissioned the installation or service (not remotely), else warranty will be void.

Consilium extends a guarantee that the delivered goods will be free from defects at the time of delivery. The guarantee includes an obligation to remedy all deficiencies due to defects by making repairs or replacing the defective part within a reasonable time (however, in such situations, the Buyer shall nevertheless reimburse Consilium for costs associated with travelling, waiting time and living expenses in connection with fulfilling the guarantee).

### The guarantee only applies if:

- (i) the goods are used normally and in accordance with Consilium's instructions,
- (ii) installation was made in accordance with good workmanship and industry standard and Consilium's installation instructions,
- (iii) if applicable, installation was made under the supervision of a Consilium certified engineer,
- (iv) if appropriate commission record is filled in and returned to Consilium,
- (v) Consilium is notified of the defect immediately upon discovery.

The guarantee is not valid for transport damages of the goods in transit from Consilium.

The guarantee does not cover consumables (batteries, beacons, backlights, magnetrons lamps & fuses, etc.) nor the costs for repairing of faults caused by malfunction of such items. The guarantee is not valid for external faults, earth faults caused by external faults or faults in the equipment caused by external faults, and only comprises defects which appear within 18 months from delivery or 12 months after sea trial, whichever occurs first. Guarantee for spare parts is valid for 12 months from delivery.

## Installation, Drawings & documentation

Installation, commissioning, FAT, HAT or SAT, drawing in addition to template installation drawings included in the manuals is not included unless specifically quoted and agreed.

## Force majeure

In addition to the circumstances outlined under section 67 of Orgalime SE 01 also (i) the situation where Consilium is unable to itself or via its subcontractors - acquire materials and other equipment needed to execute the delivery on terms reasonable for Consilium, and (ii) any other circumstance beyond Consilium's or its subcontractors' control that hinders delivery shall be deemed as a force majeure situation.

In all force majeure situations, Consilium is entitled to cancel the agreement or extend the agreed delivery period by an appropriate period without compensation to the Buyer.

## Limitation of liability

Consilium is not responsible for any indirect or consequential losses. Nor will any penalties or fines be paid unless this has been agreed in writing.

## Copyright

The Buyer is responsible and shall hold Consilium harmless for any breach of third-party rights related to patents, registered designs or the like both following the delivery of drawings, models, or other prototypes and in cases in which a supplier undertakes design work.