



STANDARD TERMS AND CONDITIONS

TERMS OF PAYMENT: Terms of payment are net thirty (30) days subject to the prior approval of Marc Pty. Ltd. (herein below Abbreviated as MARC) credit department. Notwithstanding such approval, if in MARC's judgment the customer's financial situation does not warrant the continuation of production or shipment on the original terms, MARC reserves the right to request payment in advance. Overdue accounts will bear interest at the prevailing bank rate charged to MARC.

ACCEPTANCE AND PRICES: The validity period for this proposal is (30) Days. The proposal price is firm and fixed for the duration of the validity period unless otherwise stated. Prices quoted for items which are not manufactured by MARC are subject to change at any time. The cost of such changes will be at MARC cost. During the validity period. Prices on orders for products manufactured by MARC are firm provided approval and release for production and shipment is received from the customer within ninety (90) days of the date MARC receives the customer's order and the products are shipped within twelve (12) months of the date of MARC's receipt of the customer's order. Orders for non-stock equipment released for production and scheduled by MARC cannot be rescheduled by the customer, unless it is done at least eight (8) weeks before the MARC scheduled shipping date. If production is started the customer must accept delivery when the order is ready for shipment or risk incurring storage costs and a reduction in warranty periods.

CANCELLATIONS: Accepted orders cancelled by the customer are subject to cancellation charges for all expenses incurred and commitments made by MARC. The cancellation charges on completed items will be one hundred (100%) percent of the selling price. The aforementioned cancellation charges shall not in any way whatsoever limit MARC other remedies it may have at law including, without limiting the generality of the foregoing, the ability of MARC to claim and recover any amounts or damages to which MARC would otherwise be entitled by reason of accepted orders cancelled by the customer.

FREIGHT CLAIMS: Unless otherwise expressly agreed in writing, delivery of all products will be FCA MARC. Claims for freight shortages will not be recognised unless such alleged shortage is reported to MARC in writing within ten (10) days after receipt of the product.

TAXES: The amount of any present or future taxes shall be added to the price contained herein and shall be paid by the customer in the same manner and with the same effect as if originally added hereto.

DELAYS: MARC shall not be liable to the customer or to any third party for any delays caused by riots, strikes, lockouts, weather, fire, floods, lack of transport, accidents, the failure of MARC suppliers to meet their contractual obligations, breakdowns, or any other contingency beyond MARC reasonable control and receipt of the product by the customer shall constitute a waiver of all claims for loss or damage due to delay.

PRODUCT CHANGES: MARC reserves the right to change or modify the product in the interest of continuous product improvement without liability.

RETURNED GOODS: Goods may not be returned except by the written permission of an authorised representative of Marc. Any freight costs for returned goods will be borne by the customer, furthermore returned goods will be subject to a handling charges. Such charges are to be determined at the time of return.

MODIFICATION: These Standard Terms and Conditions may not be modified except by written permission of an authorised representative of MARC. The failure of MARC to object to provisions contained in the customer's purchase orders or other communications shall not be deemed a waiver of the Standard Terms and Conditions hereof or acceptance of such provisions. No other terms and conditions other than the Standard Terms and Conditions contained herein and those terms and conditions with respect to the description of the product, quantity and price contained in the "Quotation - Proposal" shall be binding upon MARC unless made in writing and signed by an authorised representative of MARC. Without restricting the generality of the foregoing, agents and sales representatives of MARC do not have the authority to modify these Standard Terms and Conditions.

INTELLECTUAL PROPERTY: The information and drawings contained in this proposal are confidential and the property of MARC, and may not be divulged to any other parties other than the intended receiver. This proposal may not be copied, stored, or transmitted electronically or mechanically, or used in any way detrimental to MARC interests. Intellectual or industrial property rights as may be obtained on the basis of the information given herein shall remain the exclusive property of MARC unless otherwise agreed upon in writing.