

**TERMS of TRADE**Interpretation

These terms and conditions shall be subject to the provisions of the Trade Practices Act 1974 as amended. Kennewell or Kennewell CNC Machining shall mean Kennewell Pty Ltd and its agents, servants and employees. Customer shall mean the person or corporation entering into a contract with Kennewell for the supply of goods and or services by Kennewell.

Offer and Acceptance

A quotation given by Kennewell is not an offer and no purchase order given by the customer shall bind Kennewell until Kennewell accepts in writing or commences the supply of goods or provision of services. Unless agreed in writing, these terms and conditions shall be deemed to be incorporated in any agreement between Kennewell and the customer.

Performance of Contract

Any completion date quoted by Kennewell is an estimate only and Kennewell shall not be liable to the customer for any loss or damages for failure to complete the supply of goods or services on or before the quoted date.

Warranty

Kennewell will warrant all workmanship for a period of 3 months from the completion of the contract. Kennewell's obligations for breach of a condition or a warranty shall be limited to any one or more of the following;

1. The replacement of goods or the supply of equivalent goods (where supplied goods are defective).
2. The repair of the goods (where the goods are defective)
3. The payment of the costs to have the goods replaced or repaired.

Kennewell shall elect which remedy shall apply.

Exclusion of damages

Kennewell shall in no circumstances be liable for any form of damages in connection with or arising from the supply performance or use of any goods or services supplied or performed by Kennewell.

Force Majeure

If Kennewell is prevented from or delayed in delivering any goods or services for any cause beyond its control it shall be entitled to cancel the contract or the balance of the contract between Kennewell and the customer by notice in writing to the customer and the customer shall not have any claim whether in contract, tort or otherwise, for damages against Kennewell in relation to any cancellation.

Payment terms

All Goods are to be paid for in full prior to dispatch, except for approved account customers where payment is required in full within 30 days of invoice date or as stated on the invoice. All Non-account customers are also required to pay a 50% deposit prior to work commencing on Goods ordered. Kennewell may at its discretion require Account Customers to pay a deposit of 50% prior to work commencing on Goods ordered.

The customer acknowledges that time is of the essence with regard to payment and that any breach of this term will enable Kennewell to exercise all of its rights contained herewith (but without limiting its rights in any way) the right to cancel further credit and to take legal action for the recovery of all sums outstanding. If an invoice is not paid in full as per the payment terms, The Customer shall pay all fees, costs and disbursements incurred by Kennewell to recover the outstanding amount, including legal costs, debt collection agency fees, Solicitors costs and civil court costs in relation to the recovery. If the customer has not paid for the goods supplied within the payment terms, Kennewell may enter any premises upon which the goods are stored and remove the goods. The customer indemnifies Kennewell against all costs, charges or expenses incurred by Kennewell in doing this.

Dishonoured Cheques

The Customer must pay the Supplier's bank charges (plus a \$5.00 administration charge) in regards to any "Present Again" or "Refer to Drawer" cheques issued by the Customer.

Passing of property

Where goods are supplied by Kennewell, title over property shall not pass to the customer until the customer has paid Kennewell for the goods in full. Kennewell may require the Customer to store the goods so that they are clearly identifiable as the property of Kennewell.

Risk

Risk in goods supplied passes from Kennewell to the Customer on delivery. Any loss or damage to the goods after that time is the Customer's responsibility