

This material is quoted, and will be sold if ordered prior to the expiration of this quotation, subject to the mutual agreement that the following terms and conditions apply:

1. *Packaging and Loss or Damage in Transit:* Materials will be packed for shipment from CCAT or the factory in factory specified packaging suitable for international shipping.

2. *Delivery:* Shipment schedules are approximate and are based on conditions at the time of acceptance. Seller (CCAT Scientific Ltd) will make every effort to complete shipment as indicated, but assumes no responsibility or liability for loss or damage by reason of delay or inability to ship caused by acts of God, fires, floods, wars, embargoes, labour disputes, acts of sabotage, riots, accidents, delays of carriers, sub-governmental act, regulation or request, shortage of labour, materials or manufacturing facilities, or any other cause or causes beyond Seller's reasonable control. If by reason of any of these things, Seller's supplies of the materials covered hereby are limited, Seller shall have the right to pro-rata the available supply in such manner as it, in its discretion, determines.

4. *Partial Deliveries:* Partial deliveries shall be accepted and paid for at contract prices on maturity of bills therefore. If any part of the materials is not delivered by the Seller or is not in accordance with the order, the order for the remainder of the material and the Buyer's obligation thereunder shall not be affected thereby. The Seller may, at its option, replace any or all returned material within a reasonable time after it is finally determined that the returned goods are not in accordance with the contract; and in such event the Seller shall not be liable for any damages arising from the defective delivery or delay caused thereby.

5. *Inspection on Arrival:* The Buyer shall inspect the material immediately on its arrival and shall within five (5) days of its arrival give written notice to the Seller of any claim for shortage or that the material does not conform with the terms of the contract. If the Buyer shall fail to give such notice, the material shall be deemed to conform with the terms of the contract, and the Buyer shall be bound to accept and pay for the material in accordance with the terms of the contract.

6. *Basic Warranty:* Except as otherwise indicated, The Supplier warrants to the Buyer that the items sold by it hereunder are free from defects in material and workmanship and meet applicable specifications. In discharge of this Warranty, The Supplier agrees either to repair or replace as it may elect, any part or parts which under proper and normal use proves defective in material or workmanship within three (3) years of delivery to the buyer.

After installation, any realignment, readjustment, re-cleaning or recalibration, provided they do not relate to a proven defect in material or workmanship, shall be performed only at CCAT then current rates for service.

*Exclusions and Limitations:*

- (i) Unless the equipment has been installed by a Seller approved engineer, The Supplier or CCAT Scientific Ltd shall not have any liability for any defects arising from the improper installation or misuse of the equipment by the Buyer.
- (iii) Unless the Buyer shall inspect all items and within 30 days of delivery notify CCAT Scientific Ltd in writing of any apparent defects discovered and shall return the apparently defective item, transportation charges prepaid, to CCAT Scientific Ltd's office if so directed, The Supplier or CCAT Scientific Ltd shall have no liability hereunder.
- (iv) The Supplier may at any time discharge its warranty as to any item by refunding the purchase price and taking back the item.

The foregoing warranty and remedy are exclusive and The Supplier shall have no other liability under any other warranty express or implied either in fact or by operation of law, statutory or otherwise. The Supplier or CCAT Scientific Ltd shall have no liability for special or consequential damages of any kind and from any cause arising out of the installation or use of any item.

7. *Modifications:* No deletion, amendment or addition to the terms hereof shall be effected by the acceptance or acknowledgement of a purchase order or other forms unless expressly agreed to in writing signed by an authorised representative of CCAT. All orders are subject to acceptance or rejection by CCAT Scientific Ltd.

8. Commonly known as the Romalpa clause; Buyer agrees that ownership of the goods does not pass from the buyer to the seller until full payment for the related invoice has been received by CCAT Scientific. In the case of an agreement to payments over a few months, this still applies until the final payment has been received.

ACCEPTANCE WILL BE ON THE BASIS OF THE TERMS AND CONDITIONS ABOVE.

(1) TERMS: 14 DAYS NET

(2) QUOTED PRICES ARE F.O.B. AUCKLAND UNLESS OTHERWISE SHOWN.

Address correspondence to:

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