

**MACH2T ENGINEERING SERVICES PTY LTD
(ACN 693 212 065)
STANDARD TERMS AND CONDITIONS OF TRADE**

1. Definitions and Interpretation

1.1 In these Terms, unless the context requires otherwise:

- (a) **"Company"** means MACH2T Engineering Pty Ltd (A.C.N. 693 212 065) trading as Pinney Engineering Services;
- (b) **"Customer"** means the person, company or entity acquiring Goods or Services from the Company;
- (c) **"Goods"** means all plant, equipment, fabricated items, machined components, materials and products supplied by the Company;
- (d) **"Services"** means all services provided by the Company including, without limitation, CNC machining, fabrication, welding, component repair, reverse engineering, shaft repair, keyway cutting, and associated workshop services;
- (e) **"Quote"** means any written quotation, proposal or estimate provided by the Company;
- (f) **"Agreement"** means the Quote together with these Terms and Conditions;
- (g) **"Personal Property Securities Act 2009 (Cth)"** means the *Personal Property Securities Act 2009* (Commonwealth of Australia) and includes all regulations made under that Act;
- (h) **"Australian Consumer Law"** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (i) **"Business Day"** means a day that is not a Saturday, Sunday or public holiday in Queensland.
- (j) **"Consequential Loss"** means any indirect, special or consequential loss or damage, including but not limited to:
 - a. loss of profit;
 - b. loss of revenue;
 - c. loss of production or output;
 - d. business interruption;
 - e. loss of opportunity;
 - f. loss of goodwill or reputation;
 - g. loss arising from plant or equipment downtime;
 - h. any loss suffered by a third party.

1.2 Headings are for convenience only and do not affect interpretation.

2. Application of Terms

2.1 These Terms apply to all Goods and Services supplied by the Company.

2.2 The Customer is deemed to have accepted these Terms upon the earlier of:

- (a) acceptance of a Quote;
- (b) issuing a purchase order;
- (c) instructing the Company to commence work;
- (d) delivery of Goods or provision of Services; or
- (e) payment of any amount to the Company.

2.3 These Terms prevail over any terms and conditions of the Customer unless expressly agreed in writing by the Company.

3. Quotations

3.1 A Quote is valid for thirty (30) days from the date of issue unless otherwise stated.

3.2 A Quote is based on:

- (a) information provided by the Customer; and
- (b) conditions reasonably apparent at the time of quoting.

3.3 The Company reserves the right to withdraw or amend a Quote prior to acceptance.

4. Scope of Services

4.1 The Company provides workshop-based engineering services including machining, fabrication, welding, and repair of industrial components.

4.2 Unless otherwise stated, Services are provided on a time and materials basis.

4.3 Any estimate of time or cost is indicative only and not binding.

5. Customer Specifications and Reliance

5.1 The Company is entitled to rely upon all drawings, specifications, measurements, samples and instructions provided by the Customer.

5.2 The Company does not warrant that Goods or Services are fit for any particular purpose unless that purpose is expressly agreed in writing.

5.3 The Customer acknowledges that it has not relied on any representation, statement or advice not expressly set out in writing in the Agreement.

5.4 Where Services include reverse engineering, replication or modification of existing components:

- (a) outcomes are based on available samples and information;
- (b) exact replication or performance equivalence is not guaranteed.

5.5 The Customer acknowledges that the Company does not provide engineering design, certification, or compliance advice.

5.6 The Customer warrants that all information provided is accurate and complete.

6. Repairs and Reconditioned Components

6.1 The Company undertakes repairs based on visible and reasonably identifiable defects only.

6.2 The Company does not warrant that repaired or reconditioned components will:

- (a) meet original manufacturer specifications; or
- (b) achieve any particular operational life or performance outcome.

6.3 The Customer acknowledges that latent or hidden defects may exist and are not the responsibility of the Company.

7. Price and Payment

7.1 All prices are exclusive of Goods and Services Tax (GST) under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

7.2 The Customer must pay all invoices within seven (7) days of the invoice date unless otherwise agreed in writing.

7.3 The Company may issue invoices for:

- (a) progress payments;
- (b) work completed to date;
- (c) materials purchased or committed.

7.4 The Company may suspend work if payment is overdue.

7.5 Interest may be charged on overdue amounts at a rate of ten percent (10%) per annum or the maximum rate permitted by law.

7.6 The Customer must pay all amounts without set-off, counterclaim, deduction or withholding.

7.7 Nothing in this Agreement limits any rights the Company may have under the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

8. Variations

8.1 The Company is entitled to charge for additional work where:

- (a) the scope changes;
- (b) unforeseen issues arise;
- (c) additional labour or materials are required.

8.2 Variations will be charged on a time and materials basis unless otherwise agreed.

9. Delivery, Collection and Storage

9.1 Delivery dates are estimates only and not binding.

9.2 Risk in the Goods passes to the Customer upon delivery or collection.

9.3 The Customer must collect Goods promptly when notified.

9.4 The Company may charge reasonable storage fees for Goods not collected within a reasonable time.

9.5 If Goods are not collected within sixty (60) days, the Company may:

- (a) sell or dispose of the Goods; and
- (b) apply any proceeds to outstanding amounts owed by the Customer.

9.6 Where the Company arranges delivery, it does so as agent for the Customer unless otherwise agreed. Risk remains with the Customer. The Company shall not be liable for any loss or damage occurring in transit.

10. Risk and Title

10.1 Title in the Goods does not pass until full payment has been received.

10.2 Until title passes, the Customer holds the Goods as bailee for the Company and must:

- (a) store the Goods separately;
- (b) maintain them in good condition;
- (c) insure them for their full value.

10.3 The Customer grants the Company a security interest under the *Personal Property Securities Act 2009* (Cth) in all Goods supplied.

10.4 The Company may:

- (a) register its security interest on the Personal Property Securities Register;
- (b) enter premises to recover unpaid Goods.

10.5 The Customer waives its right to receive any notice under sections 95, 118, 121, 130, 132 and 135 of the *Personal Property Securities Act 2009* (Cth), to the extent permitted by law.

11. Inspection and Acceptance

11.1 The Customer must inspect Goods within seven (7) days of delivery or collection.

11.2 Any defects must be notified in writing within that period.

11.3 Subject to clause 12 (Statutory Guarantees), failure to notify constitutes acceptance of the Goods.

12. Statutory Guarantees

12.1 Nothing in these Terms excludes, restricts or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law.

12.2 Where permitted by law, the Company's liability for breach of a statutory guarantee is limited to:

- (a) repair or replacement of the Goods;
- (b) re-supply of the Services; or
- (c) payment of the cost of repair, replacement or re-supply.

12.3 Where the Customer is a company, the Company may require a director or related entity to provide a personal guarantee and indemnity as a condition of supply.

13. Limitation of Liability

13.1 To the maximum extent permitted by law:

- (a) The Company's total liability is the lesser of:
 - (i) the amount paid by the Customer; or
 - (ii) the amount actually recovered by the Company under any applicable insurance policy;
- (b) The Company is not liable whether arising under contract, tort (including negligence), statute or otherwise for any:
 - loss of profit;
 - loss of production;
 - business interruption;
 - consequential, indirect or special loss or damage.

13.2 This clause applies to liability arising in contract, tort (including negligence), statute or otherwise.

14. Indemnity

14.1 To the maximum extent permitted by law, the Customer indemnifies and holds harmless the Company against any loss, damage, cost, liability or expense (including legal costs on a full indemnity basis) arising from or in connection with:

- (a) any breach of this Agreement by the Customer;
- (b) reliance on any drawings, specifications or information provided by the Customer;
- (c) the use, installation, handling or integration of the Goods into any system, plant or equipment;
- (d) any act or omission of the Customer or its employees, agents or contractors.

15. Insurance

15.1 The Company maintains such insurances as required by law.

15.2 The Customer is responsible for maintaining adequate insurance in respect of:

- (a) its plant, equipment and operations;
- (b) any Goods supplied by the Company once risk has passed;

- (c) any loss or damage arising from the use or integration of the Goods.

16. Suspension and Termination

16.1 The Company may suspend or terminate the Agreement immediately if:

- (a) payment is overdue;
- (b) the Customer breaches these Terms;
- (c) the Customer becomes insolvent within the meaning of the *Corporations Act 2001* (Cth).

16.2 The Customer remains liable for all work performed and costs incurred up to the date of termination.

17. Force Majeure

The Company is not liable for delay or failure to perform caused by events beyond its reasonable control, including but not limited to supply chain disruption, labour shortages, natural disasters, acts of government, industrial disputes, supply chain disruption, or failure of utilities.

18. Governing Law

These Terms are governed by the laws of **Queensland**, Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

19. Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.

20. No Reliance and Exclusion of Advisory Responsibility

20.1 The Customer acknowledges that the Company is not engaged to provide, and does not provide, engineering design, engineering advice, or professional advisory services unless expressly agreed in writing.

20.2 The Customer warrants that it has relied solely on its own skill, judgment, and independent advice in relation to the suitability, installation, and use of the Goods and Services.

20.3 The Customer must not rely on any statement, representation, or conduct of the Company as constituting engineering, technical, or professional advice.

21. Use of Goods at Customer's Risk

21.1 The Customer acknowledges that Goods supplied or repaired by the Company may be used in industrial applications involving risk.

21.2 To the maximum extent permitted by law, all Goods are used entirely at the Customer's risk.

21.3 The Company is not responsible for:

- (a) the manner in which Goods are installed, incorporated, or used;
- (b) any system, plant, or equipment into which the Goods are integrated;
- (c) any failure arising from misuse, overloading, improper installation, or operation outside design limits.

22. Limitation in Respect of Repairs and Reused Components

22.1 The Customer acknowledges that repaired or reconditioned components:

- (a) may contain inherent wear, fatigue, or degradation;
- (b) may not perform as new components.

22.2 The Company gives no warranty as to:

- (a) service life;
- (b) performance under load;
- (c) ongoing reliability.

22.3 The Customer accepts all risks associated with continued use of repaired or modified components.

23. Exclusion of Consequential and Industrial Loss

23.1 To the maximum extent permitted by law, the Company is not liable for any Consequential Loss.

23.2 In this clause, Consequential Loss has the meaning given in clause 1.

24. Third Party Claims

24.1 The Company is not liable for any claim made by a third party arising out of:

- (a) the use of Goods;
- (b) integration of Goods into any system or equipment;
- (c) reliance on Customer specifications.

24.2 The Customer indemnifies the Company against any such third-party claims.

25. Customer Responsibility for Design and Compliance

25.1 The Customer is solely responsible for:

- (a) design of any system, structure, or application incorporating the Goods;
- (b) ensuring compliance with all applicable laws, regulations, and Australian Standards;

(c) obtaining all certifications, approvals, and engineering sign-off.

25.2 The Company does not warrant that any Goods or Services comply with any particular standard or regulatory requirement.

26. Intellectual Property and Reverse Engineering Risk

26.1 Where the Company manufactures or modifies Goods based on Customer instructions, the Customer warrants that such instructions do not infringe any intellectual property rights.

26.2 The Customer indemnifies the Company against any claim arising from alleged infringement.

27. Storage, Lien and Disposal Rights

27.1 The Company has a lien over all Goods in its possession for any amounts owed by the Customer.

27.2 If Goods are not collected or paid for within sixty (60) days, the Company may:

- (a) sell or dispose of the Goods after giving reasonable written notice to the Customer;
- (b) apply proceeds to outstanding debts;
- (c) recover any shortfall from the Customer.

28. Recovery Costs

28.1 The Customer must indemnify the Company for all costs incurred in recovering overdue amounts, including:

- (a) legal costs on a full indemnity basis;
- (b) debt collection agency fees;
- (c) administrative and enforcement costs.

29. Survival of Terms

29.1 Clauses relating to:

- liability
- indemnity
- payment
- intellectual property

survive termination of the Agreement.

30. Entire Agreement

30.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, negotiations, or understandings.

30.2 No variation is binding unless agreed in writing by the Company.

30.3 No representation, warranty or agreement not expressly set out in this Agreement is binding.