

HAMTEC MAINTENANCE SOLUTIONS PTY LTD

TERMS & CONDITIONS OF TRADE

ACN: 673 378 713

Business: Hamtec Maintenance Solutions

Address: 45 Eclipse Drive, Atherton QLD 4883

1. DEFINITIONS

In these Terms and Conditions:

“Hamtec”, “we”, “us” or “our” means Hamtec Maintenance Solutions and any related entity, employee, contractor or authorised representative.

“Customer”, “you” or “your” means the person, company, partnership, trust or other entity requesting or receiving goods or services from Hamtec.

“Goods” means any goods, components, fabricated items, machined items, parts, materials, equipment or other products supplied by Hamtec.

“Services” means maintenance, repair, fabrication, machining, installation, inspection, breakdown, labour, engineering-related work, workshop work or any other service provided by Hamtec.

“Quotation” means any written quotation or estimate issued by Hamtec.

“Work Order” means a purchase order, job request, written instruction or other authority to undertake work.

“Site” means the Customer’s premises or any other location where Hamtec performs Services.

“Terms” means these Terms and Conditions of Trade.

2. APPLICATION OF THESE TERMS

2.1 These Terms apply to all Goods and Services supplied by Hamtec unless expressly agreed otherwise in writing.

2.2 By:

- accepting a quotation;
- issuing a purchase order;
- instructing Hamtec to commence work;
- allowing Hamtec to commence work;
- accepting delivery of Goods; or
- otherwise engaging Hamtec,

the Customer agrees to be bound by these Terms.

2.3 These Terms apply notwithstanding any terms contained in a Customer purchase order, contractor agreement or other document unless Hamtec expressly agrees in writing to those terms.

2.4 Any variation to these Terms must be agreed in writing by an authorised representative of Hamtec.

3. QUOTATIONS

3.1 Quotations are based on the information, drawings, measurements, specifications, site conditions and scope available to Hamtec at the time the quotation is prepared.

3.2 Unless otherwise stated, quotations are valid for **30 days** from the date of issue.

3.3 Hamtec reserves the right to withdraw or amend a quotation before acceptance.

3.4 A quotation is not a guarantee that the work can be completed for the quoted amount where unforeseen conditions, additional work or changes to scope arise.

3.5 Unless specifically stated, quotations exclude:

- GST;
- freight and delivery;
- craneage or specialised lifting equipment;
- accommodation;
- travel outside the quoted area;
- permits;
- engineering certification;
- statutory inspections;
- specialist testing;
- third-party inspection;

- disposal fees;
- hazardous material handling;
- after-hours attendance;
- additional work;
- rectification of pre-existing defects; and
- other items specifically identified as exclusions.

3.6 Where the Customer requests changes to the scope after acceptance, Hamtec may issue a variation or charge the additional work at Hamtec's applicable rates.

4. ESTIMATES AND BREAKDOWN WORK

4.1 Any verbal or preliminary estimate is indicative only unless expressly identified as a fixed quotation.

4.2 Breakdown and emergency work is generally undertaken on a time-and-materials basis unless a fixed price has been agreed.

4.3 Hamtec does not guarantee that a breakdown will be repaired within a particular timeframe.

4.4 Breakdown work may require additional parts, machining, fabrication, specialist contractors or further investigation.

4.5 Hamtec may charge for all reasonable labour, travel, call-out, materials, parts, equipment, freight and other costs associated with emergency work.

5. LABOUR AND HOURLY RATES

5.1 Labour is charged at Hamtec's applicable rates in effect at the time the work is performed unless otherwise agreed.

5.2 Different rates may apply for:

- standard hours;
- overtime;
- weekends;
- public holidays;
- emergency call-outs;
- night work;

- travel;
- waiting time; and
- specialised services.

5.3 Minimum charges may apply.

5.4 Labour time may include reasonable time spent:

- travelling;
- collecting parts;
- obtaining materials;
- loading and unloading;
- site inductions;
- completing permits;
- waiting for access or isolation;
- diagnosing faults;
- cleaning work areas; and
- preparing equipment or tools.

6. VARIATIONS AND ADDITIONAL WORK

6.1 Work outside the original agreed scope constitutes additional work.

6.2 Hamtec may charge for additional work at the applicable labour, material, equipment, travel and other rates.

6.3 Where reasonably practicable, Hamtec will obtain Customer approval before undertaking significant additional work.

6.4 In emergency situations, Hamtec may undertake reasonable additional work without prior written approval where necessary to:

- make equipment safe;
- prevent further damage;
- protect personnel;
- prevent environmental harm; or
- restore essential operation.

6.5 The Customer authorises Hamtec to perform such reasonably necessary emergency work and agrees to pay the associated charges.

7. CUSTOMER RESPONSIBILITIES

The Customer must:

- 7.1 provide accurate information concerning the equipment, work and intended application;
 - 7.2 provide safe and reasonable access to the Site;
 - 7.3 provide access to machinery and equipment;
 - 7.4 provide required shutdowns and isolations;
 - 7.5 disclose known hazards and hazardous substances;
 - 7.6 provide suitable work areas where required;
 - 7.7 obtain any Customer-controlled permits or approvals;
 - 7.8 ensure machinery is reasonably clean and accessible where required;
 - 7.9 provide accurate drawings, specifications and measurements where supplied by the Customer;
 - 7.10 ensure its employees and contractors do not interfere with Hamtec's work; and
 - 7.11 comply with reasonable directions from Hamtec relating to safety.
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8. SITE SAFETY

- 8.1 Hamtec is committed to performing work in accordance with applicable workplace health and safety requirements.
 - 8.2 Hamtec may refuse, suspend or stop work where it reasonably considers the Site or task to be unsafe.
 - 8.3 Hamtec is not responsible for delays or additional costs arising from unsafe Site conditions.
 - 8.4 Additional attendance, waiting, mobilisation or rectification costs resulting from unsafe conditions may be charged to the Customer.
 - 8.5 The Customer must provide Hamtec with information concerning known hazards, hazardous substances, contaminated areas, asbestos, silica, chemicals, biological hazards, confined spaces and other relevant risks.
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9. ACCESS, ISOLATION AND SHUTDOWNS

9.1 The Customer is responsible for ensuring machinery and equipment can be safely isolated and made available.

9.2 Where Hamtec is required to wait for:

- isolation;
- production shutdown;
- permits;
- access;
- escorts;
- cleaning;
- decontamination;
- other contractors; or
- Customer approval,

Hamtec may charge for waiting and associated time.

9.3 Hamtec is not responsible for production losses resulting from the Customer's failure to provide access, isolation or shutdowns.

10. GOODS AND MATERIALS

10.1 Goods supplied by Hamtec will generally be fit for their intended purpose where Hamtec has selected the Goods based on information provided by the Customer.

10.2 Where the Customer specifies a particular brand, component, material or supplier, Hamtec is not responsible for the suitability or performance of that item.

10.3 Substituted components may be supplied where the originally specified component is unavailable, discontinued or commercially impractical, provided the substitute is reasonably suitable.

10.4 Freight, delivery and supplier charges may be charged to the Customer.

11. CUSTOMER-SUPPLIED GOODS AND COMPONENTS

11.1 Hamtec accepts no responsibility for defects or failures arising from Customer-supplied Goods, parts, materials, drawings or components.

11.2 Hamtec may refuse to install or use any Customer-supplied item that it reasonably considers unsafe, defective or unsuitable.

11.3 The Customer remains responsible for the accuracy and suitability of Customer-supplied specifications.

12. FABRICATION

12.1 Fabrication will be undertaken according to the agreed drawings, specifications and information provided.

12.2 Unless specifically agreed, fabrication does not include:

- engineering design;
- structural certification;
- material certification;
- coded welding;
- non-destructive testing;
- pressure testing;
- third-party inspection; or
- regulatory certification.

12.3 Reasonable fabrication tolerances apply unless specific tolerances are agreed in writing.

12.4 Changes to drawings or specifications after fabrication has commenced may incur additional costs.

13. MACHINING

13.1 Machining will be undertaken according to the agreed drawings, dimensions and tolerances.

13.2 Where the Customer provides dimensions or specifications, Hamtec relies on their accuracy.

13.3 Hamtec is not responsible for dimensional or performance issues resulting from inaccurate Customer specifications.

13.4 Unless expressly agreed, machining does not include engineering design or determining the suitability of the finished component for a particular application.

14. WELDING

14.1 Welding will be performed using procedures appropriate to the agreed scope.

14.2 Specialist welding procedures, coded welding, welding procedure qualification, welder qualification, NDT, X-ray, dye penetrant testing, ultrasonic testing and other specialist testing are excluded unless specifically included.

14.3 Welding repairs may reveal additional defects, cracks, porosity, fatigue or deterioration once the component is cleaned, cut or prepared.

14.4 Additional work arising from such defects may be charged separately.

15. PRESSURE SYSTEMS

15.1 Pressure testing, certification, statutory inspection and engineering approval of pressure vessels, pipework, steam systems, hydraulic systems and other pressure equipment are excluded unless expressly stated.

15.2 Hamtec does not accept responsibility for the ongoing statutory compliance of equipment outside the scope of its work.

15.3 The Customer remains responsible for ensuring equipment is operated within its design and statutory limitations.

16. ELECTRICAL WORK

16.1 Electrical work will only be undertaken where Hamtec is legally authorised and appropriately licensed to perform the relevant work.

16.2 Unless specifically included, electrical work is excluded from quotations.

16.3 Where electrical work is required but cannot lawfully be performed by Hamtec, the Customer may be required to engage an appropriately licensed electrical contractor.

17. ENGINEERING AND DESIGN

17.1 Unless expressly included, Hamtec does not provide professional engineering design or certification.

17.2 Where the Customer supplies a design, drawing or engineering specification, Hamtec relies upon the Customer or its nominated engineer for the suitability of that design.

17.3 Where engineering certification is required, the Customer is responsible for engaging an appropriately qualified engineer unless otherwise agreed.

18. PRE-EXISTING AND HIDDEN DEFECTS

18.1 Hamtec is not responsible for:

- pre-existing defects;
- corrosion;
- fatigue;
- cracking;
- wear;
- incorrect previous repairs;
- incorrect installation;
- damage caused by previous contractors;
- concealed defects;
- internal component failures; or
- defects that could not reasonably have been identified before or during the work.

18.2 Where such defects are discovered, Hamtec may notify the Customer and provide a variation or revised quotation.

19. EXISTING MACHINERY

19.1 Repairing or replacing one component does not constitute a warranty that the entire machine or system will subsequently operate without failure.

19.2 Existing machinery may contain multiple worn, damaged or defective components.

19.3 Hamtec is not responsible for subsequent failures caused by components or systems outside Hamtec's scope.

20. PARTS AND SUPPLIER WARRANTIES

20.1 Manufacturer warranties may apply to purchased components.

20.2 Where applicable, Hamtec may assist the Customer in pursuing a manufacturer's warranty.

20.3 Hamtec is not responsible for manufacturer defects beyond any warranty or remedy available from the manufacturer.

20.4 Supplier delays do not constitute a breach by Hamtec.

21. WARRANTIES ON HAMTEC WORK

21.1 Hamtec warrants that Services will be performed with reasonable care and skill.

21.2 Where Hamtec provides an express written workmanship warranty, that warranty applies only to the specific work identified.

21.3 Unless otherwise agreed in writing, no warranty is provided for normal wear-and-tear items or components subject to normal operational deterioration.

21.4 Warranty claims do not apply where failure results from:

- misuse;
 - abuse;
 - overloading;
 - incorrect operation;
 - lack of maintenance;
 - unauthorised modification;
 - third-party interference;
 - corrosion;
 - contamination;
 - pre-existing defects;
 - Customer-supplied components;
 - operation outside design parameters; or
 - circumstances outside Hamtec's reasonable control.
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22. WARRANTY CLAIMS AND RECTIFICATION

22.1 The Customer must notify Hamtec of an alleged defect within a reasonable period after becoming aware of it.

22.2 Hamtec must be given a reasonable opportunity to inspect the alleged defect.

22.3 Where Hamtec accepts that a defect is covered by its warranty, Hamtec may, at its option:

- repair the work;
- replace the relevant component;
- re-perform the affected Services; or
- provide another remedy permitted by law.

22.4 Hamtec is not responsible for rectification costs incurred by another contractor where Hamtec has not first been given a reasonable opportunity to inspect and rectify the alleged defect, except where required by law.

23. PAYMENT TERMS

23.1 Unless otherwise stated on the quotation or invoice, Hamtec's standard payment terms are **7 days from invoice date**.

23.2 Hamtec may require:

- deposits;
- progress payments;
- payment before ordering materials;
- payment before commencing work; or
- payment on completion

depending on the nature and value of the work.

23.3 The Customer must pay invoices by the due date.

23.4 Payment is not conditional upon the Customer receiving payment from its own customer or principal unless Hamtec expressly agrees otherwise in writing.

24. LATE PAYMENT

24.1 Hamtec may charge interest on overdue accounts at a rate of **2% per month**, calculated daily, to the maximum extent permitted by law.

24.2 Hamtec may recover reasonable costs associated with recovering overdue debts, including collection agency, legal and administrative costs to the extent permitted by law.

24.3 Where an account is overdue, Hamtec may suspend further work until the account is brought up to date.

25. SUSPENSION OF WORK

Hamtec may suspend or cease work where:

25.1 an account is overdue;

25.2 the Customer exceeds an agreed credit limit;

25.3 the Customer becomes insolvent or appears unable to pay its debts;

25.4 the Site is unsafe;

25.5 required access is unavailable;

25.6 the Customer fails to provide necessary information;

25.7 the Customer materially changes the agreed scope; or

25.8 Hamtec reasonably considers continuation of the work commercially or legally impractical.

Additional costs caused by suspension may be charged to the Customer.

26. CANCELLATION

26.1 Where the Customer cancels accepted work, the Customer may be responsible for:

- labour already undertaken;
- materials purchased;
- supplier cancellation charges;
- machining or fabrication already commenced;
- freight;

- subcontractor costs;
- restocking fees; and
- other reasonable costs incurred by Hamtec.

26.2 Custom-made, fabricated or specially ordered Goods may not be returnable or refundable.

27. DELIVERY

27.1 Delivery dates are estimates unless expressly agreed as guaranteed dates.

27.2 Hamtec is not responsible for delays caused by suppliers, transport companies, weather, industrial disputes, equipment failure, material shortages or other circumstances outside Hamtec's reasonable control.

27.3 Risk in Goods passes to the Customer upon delivery or collection unless otherwise required by law.

28. TITLE TO GOODS

28.1 Ownership of Goods supplied by Hamtec remains with Hamtec until all amounts owed by the Customer to Hamtec in respect of those Goods and any other amounts lawfully secured by this clause have been paid in full.

28.2 Until title passes, the Customer must:

- keep the Goods identifiable;
- not unlawfully dispose of them;
- keep them adequately insured; and
- comply with any applicable PPSA requirements.

28.3 The Customer grants Hamtec permission to enter premises where Goods are located, to the extent permitted by law, for the purpose of recovering unpaid Goods.

29. PERSONAL PROPERTY SECURITIES ACT

29.1 The Customer acknowledges that Hamtec may have rights under the Personal Property Securities Act 2009 (Cth) ("PPSA").

29.2 The Customer consents to Hamtec registering any security interest arising under these Terms.

29.3 The Customer must provide information reasonably required by Hamtec to register or maintain a security interest.

29.4 The Customer must not do anything that would adversely affect Hamtec's security interest.

29.5 To the extent permitted by law, the Customer waives rights that may lawfully be waived under the PPSA.

30. CUSTOMER PROPERTY

30.1 Hamtec will take reasonable care of Customer property while it is in Hamtec's possession.

30.2 Hamtec is not responsible for loss or damage caused by:

- inherent defects;
- pre-existing damage;
- inadequate packaging;
- corrosion;
- contamination;
- normal wear;
- circumstances outside Hamtec's reasonable control; or
- the actions of third parties.

31. STORAGE

31.1 Where Goods or equipment remain at Hamtec's premises after the Customer has been notified that they are ready for collection, Hamtec may charge reasonable storage fees.

31.2 Where the Customer fails to collect Goods or equipment within a reasonable period, Hamtec may exercise any rights available to it under applicable law.

32. PRODUCTION AND CONSEQUENTIAL LOSS

32.1 To the maximum extent permitted by law, Hamtec is not liable for indirect or consequential loss including:

- loss of production;
- loss of revenue;
- loss of profit;
- loss of contracts;
- loss of business opportunity;
- loss of goodwill;
- downtime;
- spoilage;
- loss of product; or
- other economic loss.

32.2 This clause does not exclude any liability that cannot legally be excluded.

33. LIMITATION OF LIABILITY

33.1 To the maximum extent permitted by law, Hamtec's liability arising from Goods or Services is limited to the remedies available under applicable law.

33.2 Where legally permitted, Hamtec may limit its liability, at its option, to:

- supplying the Services again;
- repairing the affected Goods;
- replacing the affected Goods; or
- refunding the amount paid for the affected Goods or Services.

33.3 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, warranty, condition or right that cannot legally be excluded.

34. AUSTRALIAN CONSUMER LAW

34.1 Nothing in these Terms is intended to exclude, restrict or modify rights or remedies available to a Customer under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or any other applicable legislation.

34.2 Where the Australian Consumer Law applies, these Terms are to be interpreted subject to those statutory rights.

34.3 Nothing in these Terms limits rights that cannot lawfully be limited.

35. INDEMNITY

35.1 To the maximum extent permitted by law, the Customer indemnifies Hamtec against claims, losses, damages, costs and expenses arising from:

- inaccurate information supplied by the Customer;
- unsafe Site conditions;
- Customer misuse of Goods;
- operation outside design specifications;
- unauthorised modification;
- Customer negligence;
- acts or omissions of Customer employees or contractors; or
- Customer-supplied materials or components.

35.2 This indemnity does not apply to the extent the loss was caused by Hamtec's negligence, wilful misconduct or breach of a non-excludable legal obligation.

36. HAZARDOUS MATERIALS

36.1 The Customer must disclose known hazardous materials and substances before work commences.

36.2 Hazardous materials include, but are not limited to:

- asbestos;
- silica;
- chemicals;
- fuels;
- oils;
- biological contamination;
- animal products;
- corrosive substances;
- toxic substances; and

- contaminated machinery.

36.3 Hamtec may stop work where hazardous materials are discovered that were not disclosed.

36.4 Additional costs associated with isolation, removal, specialist cleaning, testing or disposal may be charged to the Customer.

37. CLEANING AND DECONTAMINATION

37.1 Unless expressly included, Hamtec's quotation does not include cleaning, sanitisation or decontamination of machinery.

37.2 The Customer must provide machinery in a condition that allows Hamtec to safely undertake the work.

37.3 Hamtec may refuse to work on contaminated equipment until appropriate cleaning or decontamination has been completed.

38. FORCE MAJEURE

Hamtec is not liable for delay or failure caused by circumstances beyond its reasonable control, including:

- natural disasters;
 - fire;
 - flood;
 - severe weather;
 - pandemic;
 - industrial disputes;
 - supplier failure;
 - transport delays;
 - government action;
 - power outages;
 - machinery failure;
 - material shortages; or
 - other unforeseen events.
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39. SUBCONTRACTORS

39.1 Hamtec may engage suitably qualified subcontractors or specialist contractors where reasonably required.

39.2 Hamtec remains responsible for the Services it contracts to provide, subject to these Terms and applicable law.

40. INTELLECTUAL PROPERTY

40.1 Intellectual property owned by Hamtec before commencement of work remains the property of Hamtec.

40.2 This includes templates, processes, systems, designs, calculations, drawings, methods, documents and know-how developed independently by Hamtec.

40.3 Customer-specific drawings and information supplied by the Customer remain the Customer's property.

40.4 Unless otherwise agreed, Hamtec may retain copies of work records, photographs and technical documentation for business, warranty, compliance and record-keeping purposes.

41. PHOTOGRAPHS AND RECORDS

41.1 Hamtec may photograph machinery, components, fabrication work and completed Services for:

- quality control;
- maintenance records;
- warranty purposes;
- safety records;
- job documentation; and
- internal business records.

41.2 Hamtec will not intentionally publish confidential Customer information without permission.

42. CONFIDENTIALITY

42.1 Each party must take reasonable steps to protect confidential commercial or technical information received from the other party.

42.2 This obligation does not apply to information that:

- is publicly available;
 - was already lawfully known;
 - is required to be disclosed by law; or
 - is required for the proper performance of the Services.
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43. CUSTOMER'S OTHER CONTRACTORS

43.1 Hamtec is not responsible for damage, delays or defects caused by another contractor working on the same machinery, system or Site.

43.2 Where another contractor modifies, repairs or interferes with Hamtec's work, any applicable warranty may be affected or void to the extent permitted by law.

44. RETURN TO SERVICE

44.1 The Customer remains responsible for determining whether machinery is suitable for continued production following completion of work.

44.2 Where Hamtec identifies additional defects or recommends further repairs, Hamtec will communicate those recommendations where reasonably practicable.

44.3 The Customer accepts responsibility for operating machinery contrary to reasonable recommendations provided by Hamtec, subject to applicable law.

45. DISPUTES

45.1 The parties will attempt to resolve disputes through good-faith negotiation.

45.2 A Customer must notify Hamtec of a disputed invoice or alleged defect as soon as reasonably practicable and provide sufficient information to allow Hamtec to investigate.

45.3 The Customer must pay any undisputed portion of an invoice while a dispute is being resolved.

45.4 Nothing in this clause prevents either party from exercising rights available under applicable law.

46. DEFAULT

The Customer is in default if:

46.1 an invoice remains unpaid after the due date;

46.2 the Customer becomes insolvent;

46.3 the Customer breaches these Terms and fails to remedy the breach within a reasonable period;

46.4 the Customer provides materially false or misleading information; or

46.5 the Customer prevents Hamtec from reasonably performing the Services.

Upon default, Hamtec may exercise any rights available under these Terms or applicable law.

47. TERMINATION

47.1 Hamtec may terminate an ongoing arrangement where the Customer materially breaches these Terms or becomes insolvent.

47.2 The Customer remains liable for all amounts incurred up to the date of termination.

47.3 Termination does not affect rights or obligations that accrued before termination.

48. SEVERABILITY

If any provision of these Terms is found to be invalid or unenforceable, that provision will be read down or severed to the extent necessary, and the remaining provisions will continue to operate.

49. NO WAIVER

A failure or delay by Hamtec to enforce a provision of these Terms does not constitute a waiver of Hamtec's rights.

50. ENTIRE AGREEMENT

These Terms, together with the applicable quotation, work order and agreed variations, constitute the agreement between Hamtec and the Customer concerning the relevant Goods and Services.

51. GOVERNING LAW

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

The parties submit to the jurisdiction of the courts of Queensland and the Commonwealth of Australia as applicable.

52. ACCEPTANCE

By accepting a quotation, issuing a purchase order, instructing Hamtec to commence work, accepting delivery of Goods or allowing Services to commence, the Customer acknowledges that it has read, understood and agreed to these Terms and Conditions.

HAMTEC MAINTENANCE SOLUTIONS

“Maintain • Protect • Perform”

Commercial & Industrial Maintenance

Fabrication • Machining • Plant Maintenance • Packing Shed Maintenance

Locally owned and operated — Atherton Tablelands, Queensland