

Electrosense Technologies Pty. Ltd. :- TERMS AND CONDITIONS FOR PURCHASE OF GOODS

1. **GENERAL.** The terms and conditions listed below comprise a full and exclusive statement of the agreement between the Purchaser and Electrosense Technologies. No modifications or additions to these shall be binding upon Electrosense Technologies unless specifically agreed to in writing.
2. **PRICE.** Prices quoted are valid for 30 days from the quoted date. If the Purchaser requests modifications, Electrosense Technologies and the Purchaser will negotiate a new price.
3. **14 DAY GUARANTEE.** If the Purchaser is not satisfied with the performance of the Goods within 14 days from the day the Goods were shipped from Electrosense Technologies, the Purchaser may return the Goods. Provided the returned Goods are in a marketable condition, a full refund will be offered. Non-marketable returned Goods may incur a refund penalty appropriate to the cost of restoring the Goods to marketable standard, determined by Electrosense Technologies.
4. **WARRANTY.** Electrosense Technologies warrants that the Goods manufactured by it will be free of physical defects and will match the appropriate specifications for a period of 12 months from the date of shipping. If the Goods are discovered by Electrosense Technologies to be defective, these Goods will, at Electrosense Technologies' discretion, be replaced or repaired at Electrosense Technologies' expense. Written authorization from Electrosense Technologies is required before defective Goods are returned. Goods which have been subjected to neglect, accident, abuse, misuse, mishandling, misapplication, improper installation, modification, or adjustment or repair performed by anyone other than Electrosense Technologies or its authorized repairer shall not be covered by Electrosense Technologies' warranty. The Purchaser will pay for the cost of shipping to Electrosense Technologies, in suitable packaging, for all warranty repairs. All claims by the Purchaser with reference to the Goods sold hereunder shall be considered waived by the Purchaser unless submitted in writing to Electrosense Technologies within the 12 month period after the shipment date.
5. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** Electrosense Technologies has no liability to the Purchaser or to any third party for any loss or damages of any kind whatsoever. This includes without limitation loss of profit and consequential loss caused by any act, negligent or otherwise, or omission by Electrosense Technologies its servants or agents or any other persons in any way related to or arising out of the supply or non-supply or performance or non-performance of anything or any service provided for or contemplated by or in pursuance of this Agreement. Consequential damages shall also include without limitation, loss of use, or loss sustained as the result of injury to any person or loss of or damage to property. The Purchaser shall indemnify Electrosense Technologies against all liability, cost or expense that may be sustained by Electrosense Technologies on account of any such loss, damage, injury or death.
6. **TRANSPORTATION AND ACCEPTANCE.** Electrosense Technologies shall try its best to deliver the Goods to the Purchaser on or before the estimated delivery date but Electrosense Technologies is under no liability whatsoever for any failure or delay in the delivery of the Goods. Upon the Purchaser's receipt of shipment, the Purchaser shall immediately inspect the Goods. Unless the Purchaser notifies Electrosense Technologies in writing of any claim for deficiency, overcharge, or damage of Goods within seven days from date of receipt, the Goods shall be deemed finally inspected, checked and accepted by the Purchaser and no allowances shall be made thereafter. Electrosense Technologies shall not be responsible for insuring shipments unless specifically requested by the Purchaser and any insurance or particular packaging so requested shall be at Purchaser's expense.
7. **RISK OF LOSS.** Ownership of any Goods sold and risk of loss of such Goods passes to the Purchaser upon delivery by Electrosense Technologies of the Goods to the Freight Carrier or Postal Service contracted for delivery of such Goods. Any claims for losses or damages shall be made by the Purchaser directly with the Freight Carrier or Postal Service.
8. **DELAYS.** Electrosense Technologies is not liable for any failure to fulfil any terms of this Agreement if such fulfillment is delayed, hindered or prevented by any circumstances not within Electrosense Technologies' reasonable control. This includes strikes or lockouts, material shortages, fires, acts of god, suppliers' failure to supply, labour disputes and local or international hostilities. In the event of any such delay or nonperformance, Electrosense Technologies may, at its option, and without liability, cancel all or any portion of this Agreement and/or extend any date upon which any performance hereunder is due.
9. **CANCELLATION OF ORDER.** Orders cannot be terminated, or modified, or shipment deferred after acceptance of the Purchaser's order by Electrosense Technologies, except by written consent.
10. **OTHER CONDITIONS.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Victoria. The provisions of the Trade Practices Act and other legislation may imply certain conditions and warranties or impose obligations on the seller which conditions, warranties and obligations cannot, or cannot except to a limited extent be excluded, restricted or modified by agreement between parties. These terms and conditions are subject to any such provisions. Electrosense Technologies may at its discretion exercise its option of refusal to enter into a purchase agreement with any potential Purchaser of any of its Goods.