

## Standard Terms and Conditions of Trade

### STANDARD TERMS & CONDITIONS OF TRADE

#### 1. General

These Terms and Conditions apply to the exclusion of all others including terms and conditions incorporated in any purchase order. ATC supplies only on these terms and conditions and any purchaser taking delivery of parts and products shall by doing so agree to these terms and conditions applying to the exclusion of all other terms and conditions.

#### 2. Governing Law

The supply of parts and products by ATC is governed by the laws of the State of New South Wales and the parties agree to submit exclusively to the jurisdiction of the courts of New South Wales to any matters arising from this Agreement.

#### 3. Prices

All parts and products are supplied at ATC's current list price at the time of order. Transport and delivery charges are payable by the purchaser in addition to any quoted price.

#### 4. Payment

Terms of payment will be cash prior to delivery other than for customers who have approval in writing for 30 day accounts. ATC reserves the right to withhold further deliveries in circumstances where terms of payment have not been met by the purchaser.

#### 5. Retention of Title and Passing of Risk

5.1 Title in parts and products purchased remains with ATC until ATC has received payment in full of all monies owing by the customer for the purchase of the parts and products. If payment is not made in full by the due date for payment then ATC is authorized to re-take possession of the parts and products and to recover any deficiency on resale of the parts and products plus any costs of re-taking possession as a liquidated debt. ATC is authorized to enter into any premises under the control of the purchaser to retake possession of the parts and products purchased. Upon resale of the parts and products the purchaser will hold any proceeds of sale in trust for ATC until payment of the parts and products has been made in full.

5.2 Risk in relation to damage to the parts and products passes to the purchaser upon their dispatch from ATC's warehouse.

5.3 ATC will in no circumstances be responsible for delay in delivery. Any purchaser requiring urgent delivery of parts and products should make its own arrangements for collection of parts and products from ATC's warehouse.

#### 6. Goods Return for Credit Policy

Return of Goods – Goods must be checked for suitability prior to fitting or preparation. Goods will only be considered for credit if they are returned in good condition and in the original packaging, where applicable. The following conditions apply;

All returns must be approved by Australian Transmission Components prior to any return of goods. A "Return for Credit" number must be obtained from ATC prior to return of goods. This number is to be quoted on all associated paperwork. Goods returned within seven days of purchase, full credit on goods only. Goods returned for credit after 7 days and prior to 30 days, credit on goods only less 10% re-stocking fee. Goods returned after 30 days, NO credit. Non-stocked goods procured on your instruction ex interstate or overseas will not be accepted for return. ATC will not be liable for any freight charges on goods returned for credit.

## 7. Warranty

7.1 New parts or products supplied by ATC are warranted by ATC against any failure of the parts and products for the lesser of 12 months or 20,000 kilometres. This warranty does not apply to failure arising by reason of the neglect, carelessness or improper use or installation of the parts or products.

7.2 Second hand or reconditioned parts or products supplied by ATC are warranted by ATC against any failure of the parts for a period of 30 days from the date of supply. This warranty does not apply to failure arising by reason of the neglect, carelessness or improper use or installation of the parts or products.

7.3 No warranty is given for parts or products used in vehicles not for standard use, including but not limited to rally and race vehicles.

7.4. Remanufactured, rebuilt or exchange Transmissions / Transfer cases are warranted for a period of 12 months or 20,000 kilometres, whichever occurs first..

Mining related vehicles are NOT covered by ATC's warranty policy.

Warranty covers defective workmanship and/or materials, provided that the unit has been correctly installed by a qualified motor repairer and used in accordance with the vehicle manufacturer's instructions.

Warranty claims for the removal and replacement of Exchange Transmissions / Transfer cases will be based on Industry Times Guide (Refer VACC Times Guide for Mechanical Repairs).

We will only accept claims that are based on current industry times, all claims outside of these guidelines will need to be considered on their merits and a final decision will be solely at the discretion of ATC.

Authorisation must be obtained from ATC prior to any work being carried out under warranty. Removal or dismantling of transmission without authorisation will render the warranty void.

This warranty does not cover consequential damage, injury to persons, towing, accommodation or loss of income.

Warranty does not cover vehicles which have been subjected to misuse, neglect, contamination or incorrect grades of lubricant.

Warranty does not cover any vehicle modified from factory specifications.

If your rebuilt or exchange transmission is replaced during the warranty period, there is no extension of original warranty. It is the owner's responsibility to maintain and service the transmission as per manufacturers requirements.

Warranty is not transferable upon sale of vehicle.

This policy takes precedence over any other warranty written, spoken or implied by any persons whether employed by ATC or not. This warranty provides for the repair, not replacement of the warranted item.

## 8. Exclusion/Limitation of warranties and liability

8.1 In so far as is possible all warranties whether by statute or common law in relation to the supply of parts and products are expressly negated and do not apply with the exceptions of warranties, referred to in clause 5 herein. ATC is not liable to the Purchaser, and the Purchaser releases ATC, from any breach of contract or duty of care.

8.2 To the extent permitted by law, the absolute limit of ATC's liability under any condition or warranty that cannot be legally excluded is limited to the replacement or repair or re-supply of equivalent parts or products. The Purchaser acknowledges that ATC is not responsible for, and releases ATC from, any direct, indirect or consequential loss or expense suffered by the Purchaser or any third party, howsoever caused from the supply and use of the parts and products.

8.3 All warranties provided by ATC whether under this Agreement or by statute are conditional upon the purchaser returning to ATC at the Purchaser's expense the alleged defective parts or

products and any such information as is requested by ATC in relation to the supply of parts or products within 14 days of discovery of any alleged defect.

8.4 No responsibility whatsoever is accepted by ATC for the installation of incorrect parts. The onus is clearly with the installer to ensure the parts are correct for the particular job. Any damage to parts or consequential damage or costs resulting from the installation of incorrect parts is totally the responsibility of the installer.