

STANDARD TERMS AND CONDITIONS

System Description:

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1.0 Scope of Supply:

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2.0 General Conditions & Exclusions:

- 2.1 Not furnished are the following; concrete tanks or channels; any pipe, supports, fittings or valves except those specifically included; remote panels or disconnects; conduit; explosion proof equipment; interconnecting piping; fluidising water supply piping; installation labour; off-loading of equipment; jobsite storage; civil, mechanical or electrical installation; noise testing & attenuation; lifting davits; insurance and other items not specifically mentioned in the scope of supply.
- 2.2 Unless otherwise stated, the equipment will be delivered on a semi-trailer or other suitable vehicle and the cost of craneage for off-loading and positioning the goods is the client's responsibility. It is assumed that the client's fork lift is available for occasional use free of charge. If applicable, any costs associated with traffic management during delivery of the goods are the responsibility of the client.
- 2.3 Unless otherwise nominated as being supplied by Aeris Global Limited, any platforms, stairs, ladders, steps to provide access to the treatment plant area and treatment plant for operation and maintenance purposes are to be designed and supplied by the client.
- 2.4 It is assumed that any site amenities including lunch room toilets and bins for miscellaneous rubbish and provision of construction power and water will be supplied by the client free of charge.
- 2.5 If commissioning of the system is delayed by reasons beyond the control of Aeris Global Limited. Aeris Global Limited reserves the right to claim additional costs.
- 2.6 The goods and services designed and supplied will be in accordance with standards and fit for the purposes intended. If applicable, Aeris Global Limited reserves the right to adjust any pricing to comply with any client specifications.
- 2.7 This quotation is based on normal Monday to Friday working hours. If the client requests for whatever reason that work is to be conducted outside normal working hours, additional charges will apply.

3.0 Pricing:

Currency: NZD – (Based on NZD = ##### USD)

- Taxes: These prices do not include any VAT, GST, sales or other taxes or duties which may be applicable.
- AAF: The price is subject to an Alloy Adjustment Factor outside the validity period.
- Validity: This proposal is valid for ##-days from the date of this proposal

4.0 Payment Terms:

- 4.1 The payment terms are as follows: #####
- 4.2 Property of all goods shall not pass from the Seller to the Buyer until the purchase price and any other monies payable under this contract have been paid in full.

5.0 Delivery:

- 5.1 Currently ### working weeks ex-factory plus ### weeks shipping after receipt of order and clarification of all drawings and technical details.
- 5.2 The above time periods for delivery are approximations only and shall not be deemed to be the essence of the contract.

6.0 Freight Terms:

- 6.1 TBA

7.0 Buyers Responsibilities :

- 7.1 Buyer will ensure that shipment can proceed on schedule.

8.0 Risk of Loss, Insurance and Liability:

- 8.1 Except as may otherwise be provided in 9.00 above.
- 8.2 Seller bears the risk of loss, and responsibility to insure against that risk, until the plant is delivered to site.
- 8.3 Buyer bears the risk of loss, and responsibility to insure against that risk, upon taking delivery at site.
- 8.4 Buyer's liability after delivery.
 - 8.4.1 It is the Buyer's responsibility to ensure that the plant is adequately maintained and operated in a safe manner by properly trained employees in accordance with Seller's maintenance and instruction manuals.
 - 8.4.2 Buyer shall be liable for personal injury and/or property damage caused by its failure to comply with the conditions above.
- 8.5 Under no circumstances shall the Seller be liable for loss of production, loss of profit, consequential, special, incidental or indirect damages.
- 8.6 Upon request, either party shall furnish the other with evidence of the insurance required under 9.00 of this contract.

9.0 Warranty:

- 9.1 Seller warrants the plant against faulty equipment design and defects in materials and workmanship.
- 9.2 This warranty covers replacement of defective parts.
- 9.3 The terms of this warranty are as per the manufacturers' requisites.
- 9.4 Exclusions : Seller shall not be required to make warranty repairs resulting from:
 - 9.4.1 Inadequate maintenance by Buyer.
 - 9.4.2 Misuse by buyer.
 - 9.4.3 Modifications to the system by Buyer.
 - 9.4.4 Normal wear and tear.
- 9.5 The Buyer shall, without delay, notify Seller in writing of any defect. Such notice shall contain a full description of the nature of the defect and how it occurred. The warranty repair shall be effected on site, unless the Seller deems it appropriate that the defective part be returned to it for repair or replacement at its own workshop.

9.5.1 If the defective part can be dismantled and re-installed without special knowledge, the Seller's obligation concerning the defective part shall be fulfilled by the delivery of a properly repaired or replaced part to the Buyer.

9.6 Any warranty repairs carried out by the Buyer, or its agents, must be approved by the Seller in advance.

9.6.1 Defective parts, which have been replaced by the Buyer, or its agents shall be returned to the Seller, if Seller so requests. Otherwise, Buyer will be charged for them.

9.7 Seller shall not be liable for damages that might have been avoided through prompt and appropriate damage control measures undertaken by the buyer immediately upon its discovery of the defect.

9.8 This warranty is limited to the repair or replacement of defective parts. Seller shall not be liable for incidental, special indirect, or consequential damages.

9.9 This warranty is in lieu of and excludes all other warranties, expressed or implied, including the warranties of merchantability and of fitness for a particular purpose.

10.0 Variations in Product Specification:

10.1 At any time prior to delivery, Buyer may request variations in the Product Specification. Such request shall be in writing and include a full and accurate description of the variations.

10.2 The Seller shall advise the Buyer:

10.2.1 Whether the variations can be made.

10.2.2 When the variations can be made.

10.2.3 How much extra it will cost to make the variations.

10.3 If the Buyer accepts Seller's quotation, as outlined in 11.0 above, the variations shall thereupon become an integral part of this contract with the product specification, purchase price, delivery dates and other terms modified as appropriate.

10.4 Seller reserves the right to change the design of the plant and equipment provided that the specifications contained within the Production Specification are not altered.

11.0 Force Majeure:

The Seller shall not be liable for any failure or delays in completing this contract resulting from circumstances beyond its control, including without limitation:

Industry action / war / government intervention / fire / flood / natural disaster or any other event commonly referred to as an "Act of God".

12.0 Drawings and Specifications:

12.1 Seller shall provide technical information, drawings and specifications, which are sufficiently detailed to permit installation of the plant and equipment supplied by the Seller.

12.2 Copyright in all drawings, specifications and other technical information provided by the Seller in connection with this contract is vested in the Seller.

12.3 The Buyer shall keep all such drawings, specifications and technical information confidential and shall not, without the prior written consent of the Seller, disclose the same to any other person except in connection with this contract.

12.4 Seller shall be liable for any copyright, trademark or patent infringement claims arising from plant and equipment supplied by Seller pursuant to Seller's designs and specifications.

12.5 Buyer shall be liable for any copyright, trademark or patent infringement claims arising from plant and equipment supplied by Seller pursuant to Buyer's designs and specifications.

13.0 Insolvency:

13.1 Seller may, at its option, immediately terminate this contract in the event that the Buyer seeks relief under any bankruptcy or insolvency law.

13.2 Upon such termination, the Seller shall be entitled to reimbursement for;

13.2.1 The contract value of work completed at the date of termination.

13.2.2 The contract value of work begun and executed but not completed at the date of termination.

13.2.3 The cost of materials or goods properly ordered for which the Seller shall have paid or for which the Seller is legally bound to pay.

13.2.4 The reasonable cost of removal of plant and equipment on-site.

13.2.5 Any loss and/or damage or expense caused to the Seller by the termination.

Provided that the foregoing is without prejudice to any other claims of Seller otherwise arising under this contract or by law.

14.0 Default:

14.1 If the Buyer defaults in the payment of the contract price, or any instalment thereof, or otherwise is in breach of any of the terms and conditions of this contract, which default or breach is not remedied within 10 days of notice thereof, then the Seller may, without prejudice to any other rights it may have under this contract, in law or equity, suspend or terminate this contract. In such event, the Seller may enter upon the site where the work is being carried out and take possession and remove, at Buyer's expense, all plant, equipment, materials and components supplied by the Seller and may credit the value of such items against the amount owed by the Buyer.

15.0 Cancellation:

15.1 The buyer has the right to cancel this Agreement at any time prior to delivery.

15.2 Upon cancellation, Buyer shall reimburse Seller for the sum of;

15.2.1 The value of all costs incurred, including both labour and materials, up to the date of cancellation.

15.2.2 The value of outstanding commitments, which cannot be broken, and other costs necessarily incurred in regard to the cancellation.

15.2.3 20% of the contract value.

16.0 New Zealand Law:

16.1 The construction, validity and performance of this contract shall be governed by the laws of New Zealand.

17.0 Arbitration:

17.1 In the event of a dispute, which cannot be settled amicably, both parties agree to submit such dispute to arbitration pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration shall be New Zealand or as agreed.