

Warranty and Terms and Conditions Statement

Bruttour International Pty Ltd, trading as CEE HydroSystems offers the Quotation / Order Confirmation subject to the following Terms and Conditions of Sale. The acceptance of any Order is on the understanding that the Purchaser identified in an Order (the "Purchaser") agrees to the following Terms and Conditions of Sale.

Glossary:

The following shall mean, as the context requires:

CEE HydroSystems:	Bruttour International Pty Ltd, and/or CEE HydroSystems, and/or Manufacturer.
Purchaser:	Purchaser, and/or User, and/or Owner.
Goods:	Equipment manufactured by CEE HydroSystems, and/or equipment manufactured by other equipment manufacturers. Also refers to Rental Items.
Services:	Provided by Bruttour International Pty Ltd, CEE HydroSystems or through an agreed third party.

1. Quotations and Prices

- 1.1 Unless the Quotation states otherwise, CEE HydroSystems may withdraw, revoke or vary the Quotation at any time prior to the Purchaser submitting an order and reserves the right to amend any accidental errors and/or omissions on quotations or invoices.
- 1.2 Prices quoted are based on manufacturer's prices, rates of exchange, freight and insurance charges as at the date of offer unless stated to the contrary on an order form. The right is reserved to revise prices where conditions change between the date of the quotation and the date of delivery.
- 1.3 The price of Goods will be the price stated in the Quotation / Order Confirmation and will remain valid for a period of 30 days for an order made by the Purchaser in accordance with the Quotation / Order Confirmation, unless otherwise specified. Prices are net and no deduction, withholding of payment, or settlement discounts are allowed except where otherwise agreed.
- 1.4 Unless otherwise indicated, all prices for Goods are exclusive of all applicable taxes and charges. The Customer must pay GST or any other tax, including withholding tax as may be applicable, duty, levy, tariff or charge applicable to the supply of the Products in addition to, and at the same time as, payment of the price. CEE HydroSystems will provide the Customer with a tax invoice as required by law.
- 1.5 Prices exclude delivery (unless stated to the contrary on an order form). Delivery charges include transportation rates, insurance, packaging and handling fees, payable by the Customer.
- 1.6 The Company reserves the right to reject any Purchaser's purchase order which seeks to impose the Purchaser's terms and conditions upon the Company as terms and conditions of acceptance of order by the Company.

2. Payment Terms

- 2.1 Payment to be made by direct bank transfer in the appropriate currency to the bank and account number provided on the invoice.
- 2.2 Payments can be made by credit card (Visa or MasterCard). Credit card payments incur a 1.45% transaction fee on invoice total.

Non-Account Customers:

- 2.3 All accounts must be settled in the currency specified in the Order (unless otherwise agreed) with 100% of the total order payable immediately prior to shipping.
- 2.4 CEE HydroSystems will advise the Purchaser prior to the programmed ship date when the CEE product is/are ready to ship. At the same time if any payment is outstanding the company will issue a final invoice. The product will then be held for a period of up to thirty (30) days for payment to be received. On receipt of payment the product will be shipped immediately. If payment not received within the 30 days the product will be released for sale to other customers. Any deposit paid may be forfeited.

Account Customers:

- 2.5 Providing Customers with an Account is at the discretion of CEE HydroSystems. Approved trade and/or banker's references should accompany orders from new customers seeking to establish a Credit Account. A significant purchase history is required before application for credit will be considered.
- 2.6 All accounts must be settled in the currency specified in the order (unless otherwise agreed) within thirty (30) days from the date of invoice (except where otherwise agreed).
- 2.7 A Purchase Order is required from the Customer prior to the Order being confirmed to proceed.
- 2.8 CEE HydroSystems will be entitled to recover from the Customer all legal and other costs incurred by CEE HydroSystems arising from the Customer's default in payment and the collection of any overdue monies.

3. Delivery

- 3.1 Any timeframes quoted by CEE HydroSystems for delivery of the Products are estimates only. CEE HydroSystems will use its reasonable endeavours to supply the Products in the quantities specified in the relevant Order.
- 3.2 CEE HydroSystems will not be liable for any loss suffered by the Customer arising out of any delay or failure to deliver the Products (or any part of them) or failure to deliver in the requested quantities.
- 3.3 CEE HydroSystems is entitled to refuse to deliver the Products to the Customer if there are any outstanding monies owing to CEE HydroSystems.
- 3.4 Unless stated to the contrary on an order form through reference to "Incoterms 2016", delivery shall be deemed to take place when the goods and/or rental items are placed ready for transport EXW. If the Purchaser prefers to arrange his own freight & insurance, responsibility for freight and insurance is passed to the Purchaser. If the CEE HydroSystems quotation includes an offer to include freight and insurance which the Customer accepts then the delivery date shall be considered as the date shipment departs CEE HydroSystems facilities.
- 3.5 CEE HydroSystems reserves the right to deliver the Products by instalments. Each instalment may be invoiced separately and will be deemed to be a separate Order under the same provisions as the main Order.
- 3.6 Deliveries of Goods offered ex-stock are subject to the Goods being unsold as at the date of receipt of the Purchaser's order.

4. Retention of Title

- 4.1 The Purchaser agrees that legal and equitable title to the Goods is retained by CEE HydroSystems until the whole price of the Goods has been paid in full to CEE HydroSystems (in cash or cleared funds).
- 4.2 The Purchaser shall be responsible for ensuring the Goods are kept in adequate storage conditions once delivered to the Purchaser and must keep the Goods in good and merchantable condition and fully insure the Goods items against loss or damage however caused until full payment has been received by CEE HydroSystems.

5. Insurance

- 5.1 Where Goods are insured by CEE HydroSystems at its discretion, or at the Purchaser's request, the charge for the insurance may be made on the invoice. CEE HydroSystems' liability in respect of insured risks shall be limited to the amount received by CEE HydroSystems resultant from an insurance claim, or the value of the goods and/or rental items whichever is less from which deductions may be made by CEE HydroSystems for expenses incurred in relation to the claim.
- 5.2 Goods shipped against the CEE HydroSystems' freight agent or courier accounts will automatically be covered by the Company's blanket transit insurance policy. However, if shipped against the Purchaser's account, the Purchaser is fully responsible for insurance.

- 5.3 The Purchaser shall be responsible for ensuring that the rental items are fully insured with a reputable insurer at all times during the rental period. The Purchaser shall ensure that the Company's interest in the rental items is noted on such insurance policy. The Purchaser shall provide a certificate of insurance evidencing compliance with the provisions of this condition for goods shipped on a Hire basis, on the Company's request.
- 6. Damage, Inaccuracies, Defect and Loss in Transit**
- 6.1 The Purchaser shall check all goods received immediately upon receipt and shall notify CEE HydroSystems in writing of any inaccuracies or short supply of Goods or any fault, damage or defect in Goods or failure of to comply with the terms of a contract made pursuant to these Conditions within three (3) Business Days of the date of delivery of the Goods.
- 6.2 CEE HydroSystems will not be obliged to accept any claims for shortages of deliveries or non-conforming Products unless written notice of the claim is given to CEE HydroSystems within three (3) Business Days after receipt by the Hirer or Purchaser of the Products at the delivery destination.
- 6.3 The Purchaser must notify the CEE HydroSystems and the Carriers in writing of all breakages within three (3) days of receipt of the Goods.
- 6.4 In the event that the Goods are not received by the Purchaser, CEE HydroSystems and the Carriers must be notified in writing within fourteen (14) days from the date of advice of dispatch.
- 7. Documentation & Specifications**
- 7.1 CEE HydroSystems supplies various types of Documentation which includes equipment illustrations and specifications which are subject to alteration without notice. The documentation is intended to represent the goods and/or rental items available and are not warranted in appearance or design and, due to improvement and the revision of design, Goods and/or rental items may not conform to the product documentation.
- 7.2 CEE HydroSystems will have no liability for any losses suffered by any Purchaser through alterations of Goods, Documentation, or any other representation of Goods.
- 7.3 All Goods must be used strictly in accordance with the instructions, recommendations and specifications (if any).
- 7.4 CEE HydroSystems shall have the right to make any changes to the Goods or associated Services which are necessary to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and CEE HydroSystems shall notify the Purchaser in any such event.
- 8. Inspections**
- 8.1 The costs of any and all pre-shipment inspections required prior to despatch (such as SGS, BV) are all, without limitation, the responsibility of the Purchaser's account.
- 9. End-User Restrictions**
- 9.1 All CEE products are banned from being re-exported to any country being subject to United Nations and/or Australian and/or United States sanctions.
- 10. Warranty**
- CEE HydroSystems Products – 12 Months Warranty from date of shipment
- 10.1 Subject to the conditions of this warranty, CEE HydroSystems or its Authorised Service Centre will perform necessary service on the product without charge for parts or labour, if in the opinion of CEE HydroSystems, the product is found to be faulty within the warranty period.
- 10.2 This warranty only applies to CEE HydroSystems products sold by CEE HydroSystems or its Authorised Distributors or Dealers.
- 10.3 This warranty only applies if the product has been installed and used in accordance with CEE HydroSystems (as manufacturer) recommendations (as noted in the operating instructions) under normal use and reasonable care (in the opinion of CEE HydroSystems). The warranty covers normal use only.
- 10.4 Warranty will be voided if the Goods (equipment) are opened for any reason without the Purchaser first contacting CEE HydroSystems to report a real or perceived problem and approval given to open the Goods (equipment). Any modifications made to the Goods shall void the Warranty.
- 10.5 CEE HydroSystems' accessories as supplied in the original shipment such as (transducers, GNSS antennas) are covered in warranty for 12 months from the date of shipment.
- 10.6 Where Batteries are installed in the Goods (equipment) these shall be of the NiMH type as such are suitable for shipment by land, and sea, and air. Batteries as installed in an original unit are covered under warranty for 12 months from the date of shipment. A battery is considered good if it maintains 50% of its charge capacity during the warranty period. If Goods are placed in storage any installed batteries shall be recharged every 90 days.
- 10.7 This warranty does not cover any of the following:
- No Fault Found (NFF); any costs incurred where it is found that the CEE HydroSystems Product is functioning normally ("No Fault Found"). CEE HydroSystems reserves the right to charge the logistics cost and inspection fee for every NFF case directly to the Purchaser.
 - Negligence, abuse, misuse; Abuse or misuse in respect of the (including but not limited to): damage, malfunction or failure resulting from use of incorrect voltages, incorrect installation, accident, misuse, neglect, build-up of dirt or dust, maladjustment of User controls, mains supply problems, thunderstorm activity, infestation by insects or vermin, tampering or repair by unauthorised persons (including unauthorised alterations), failure to charge the battery for extended periods, exposure to abnormally corrosive conditions or any foreign object or matter having entered the product.
 - Tolerance on LCD defect: The Warranty excludes 3 or less faulty pixels on screen.
 - Wear and Tear: The cost of remedying or making goods and/or rental items solely due to:
 - Wear and Tear, gradual deterioration or oxidation, gradually developing defects, cracks, flaws or fractures; Scratching or chipping of any surfaces.
 - Data: Loss of or damage to Internal Data. It is the customer's responsibility to backup all data from the internal memory before sending equipment for repair.
- 10.8 To claim warranty service, when required, Purchaser should first contact CEE HydroSystems to explain the problem. If return to CEE HydroSystems is considered necessary CEE HydroSystems will issue a "Return Material Authorization number" (RMA). The instrument can then be shipped to us, freight and any Customs charges prepaid by the Purchaser, for examination. If the claim is accepted under warranty freight & insurance costs to return the Goods to the Purchaser will be paid by CEE HydroSystems.
- 10.9 The Warranty includes the repair or exchange of faulty parts within the product with items that are functionally equivalent to that as originally supplied or better – including new or refurbished parts or units – solely at CEE HydroSystems' discretion.
- 10.10 The warranties hereby conferred do not extend to, and exclude, any costs associated with the installation, de-installation or re-installation of a product, including costs related to the mounting, de-mounting or remounting of the equipment, (and any other ancillary activities), delivery, handling, freighting, transportation or insurance of the product or any part thereof or replacement of and do not extend to, and exclude, any damage or loss occurring by reason of, during, associated with, or related to such installation, de-installation, re-installation or transit.