



AUSTRALIAN FLUID HANDLING PTY LTD (AFH) FIELD SERVICE WORK TERMS AND CONDITIONS

These Field Service Work Terms and Conditions apply to any onsite assistance and training provided by AFH to the Customer.

Field Service Rates. Rates are calculated from the day the service engineer departs the AFH location of dispatch until the day the service engineer returns to the AFH location of dispatch (portal-portal), including weekends and holidays. The normal working day is set out in the applicable rates schedule.

Overtime: The overtime rate applies to work in excess the normal working day (weekdays) and all work on weekends and holidays as indicated in the applicable field service rates schedule. Field service engineers are NOT required to perform, and may decline, work in excess of twelve (12) hours per day. Performance of work above 12 hours is at the sole discretion of the service engineer on the job site. Workdays in excess of sixteen (16) hours are prohibited. Eight (8) hours of rest are required before returning to work.

Holidays: registered public holiday in Australia.

Travel Time: Travel time includes transportation to and from the airport, security clearance, time between flight changes, driving time, and local travel to and from worksite.

Standby Time: Standby time applies when a service engineer is available for work but is not required on the job site. AFH reserves the right to withdraw a field service engineer if the projected schedule does not require on-site service for an extended period of time.

Rotation. Field service engineers will be rotated after thirty (30) days on site with a two-day overlap to coordinate the job. The Customer is responsible for all charges associated with this rotation policy.

Expenses. The Customer is responsible for reimbursing AFH for all travel expenses associated with service work, including airfare, travel agency fees, airport parking, rental cars, fuel, taxis, mileage for company or personal vehicles, living accommodations, subsistence, incidentals, visas, and work permits. These are charged at actual cost plus percentages noted in the field service rates schedules above.

Transportation: Airfares will be booked as economy class unless the combined length of the flight(s) exceeds four (4) hours. Flight combinations longer than four (4) hours will be booked business class. When it is necessary to book business class for expediency on shorter journeys, this will be discussed with the Customer in advance. Use of personal or company owned vehicles will be costed at \$1.00/km. When language, local driving customs, remote site locations, or other safety considerations make driving hazardous, the Customer is responsible for providing secure transportation to and from the job site.

Accommodations and Subsistence: Hotel rooms will be booked on a business, single occupancy basis. Extended stays may include incidental charges for items such as laundry, newspapers, room snacks, etc. For job sites that provide accommodations and catered meals, single occupancy, Senior Engineering Staff accommodations with a private bathroom shall be provided.

Visas, Work Permits & Local Taxes: The Customer is responsible for any and all taxes, user fees, or special assessments that result from local regulation. If a visa or work permit is required before departure for an international assignment, the fee will be charged to the Customer (including any expediting charges).

Invoices and Receipts: Invoices will include a cost breakdown into categories. Copies of receipts will not be provided unless specifically requested. Original receipts cannot be provided. Unless specifically requested, copies of receipts under \$25.00 cannot be provided.

Payment. Unless otherwise agreed in writing, all field service rates are in Australian Dollars, and all payments must be in Australian Dollars. Payment is due NET THIRTY (30) DAYS from the date of invoice unless other terms have been contractually agreed. If Customer has not made a claim disputing such invoice to AFH within five (5) days after receipt of invoice, the work and invoice shall be considered accepted and in full accordance with contract requirements. AFH reserves the right to modify or withdraw credit terms if the Customer's financial condition so requires or if any change affects the Customer (such as, but not limited to, the form of the company, a transfer of business, a pledge of assets).

You agree to pay to AFH any expenses, including all legal costs on a full indemnity basis, incurred in collecting any outstanding debts due by you to AFH.

Taxes. Rates do not include GST or any possible sales, use, excise, turnover, value added, withholding or similar tax.

Notifications. Any notices between the parties will be in writing. All electronic transmissions (email) made pursuant to any purchase order shall be deemed by the parties to be the same as written communications for all purposes and applications of law.

Purchase Orders. A purchase order is required BEFORE any arrangements are made. The purchase order is to be made out to AFH and contain the following information:

- 1) a) Customer's name, b) company name and ACN, c) billing address, d) acceptance of the Terms and Conditions of this rate sheet e) sufficient value in AUD, f) dates of service, g) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), h) serial number / model number of relevant equipment. An order acknowledgement must follow any preliminary arrangements. The Customer must provide equipment location including city, state, job site, directions to the job site, a local contact, and telephone number.
- 2) For amended purchase orders. An amended purchase order is required if services are extended beyond the cost of the original purchase order. If the field service engineer is on site and an amendment is required, the purchase order amendment must be completed and submitted to AFH before the service engineer can continue work.

Cancellation of Orders. Unless agreed to in writing by AFH, orders cannot be altered or cancelled and the full amount included in the accepted offer will be payable to AFH following completion of work or cancellation of the order. Such completion of work cannot be unreasonably delayed by the Customer without written consent from AFH.

Australian Fluid Handling Pty. Ltd. ABN : 15 126 032 960

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Altona, 3018, VIC
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6 Karratha Street, Welshpool
6106, WA
Phone : +61 8 9494 1675

Email : service@afhpl.com.au

Email : wa-ntservice@afhpl.com.au

Sub-Vendors. Unless otherwise agreed in writing or on the purchase order, if other field service personnel are required for start-up or any other assistance, the Customer is responsible for arranging those additional services.

Delays, Suspension. If the work is suspended or delayed due to no fault of AFH, such as, but not limited to, acts of God, war, acts of government, acts of Customer, priorities or allocations, fire, flood, strike, or sabotage, the time of performance shall be extended for a period of time equal to the period of the delay and its consequences. If the work is suspended because of such a delay, AFH may temporarily withdraw their field service engineer and return to the job when needed and available. Rates current at the time the work is resumed and any additional costs (including travel time and expense) incurred by AFH because of the foregoing will be charged to the Customer.

Hazardous Locations. AFH reserves the right to refuse to dispatch personnel to job sites threatened by warfare, terrorist activities, or other unsafe conditions as determined by AFH in its sole discretion.

Health and Safety. The Customer must provide definition of job site regulations including special safety clothing requirements, special safety training, and any other specific training or information that the service engineer will need in order to carry out his or her job responsibilities. Customer shall ensure that the service engineer is not exposed to unreasonable hazards on or in the vicinity of the job site. Customer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the job site. AFH shall ensure that the service engineer will comply with Customer's documented safety regulations provided to the service engineer while on the job site. AFH reserves the right to recall personnel at Customer's expense if the job site does not meet reasonable health and safety standards.

Insurance. Unless otherwise agreed in writing, AFH does not agree to waive rights of subrogation, nor to name the Customer an additional insured to AFH's insurance policy.

Indemnification. The Customer will, to the extent permitted by law, indemnify, defend, and hold harmless AFH against all claims, liabilities, damages, losses, or expenses asserted against or incurred by AFH to the extent directly or indirectly related to or arising out of the fault, negligence, wilful misconduct, breach of contract, or violations of law by the Customer, its employees, agents, subcontractors, or assigns in connection with this Agreement or while AFH, or its employees, agents or subcontractors are on, entering, or leaving Customer's property.

Warranties. AFH warrants field service workmanship for 6 months from date of repair, with parts holding warranty per the original manufacturer's warranty period and on those warranty terms and conditions. AFH's liability for parts supplied shall not exceed the liability of the manufacturer. AFH disclaims all liability for claims of actual, direct, special, incidental, or consequential damages arising from the installation, erection, start-up, or field testing of such equipment, whether performed with or without AFH supervision, whether such claims are based on breach of contract, tort (including negligence and strict liability), or other theories. "Breach of Warranty" claims do not entitle the Customer to refuse payment for field service work.

AFH is not responsible for removal and reinstallation of equipment. Third party charges to remove, disassemble, reassemble, and reinstall of equipment are for Customer's account. AFH will not be responsible for conditions which, in AFH's reasonable judgment, arise from fair wear and tear, misuse, negligence, improper alteration, accident, lack of performance of necessary maintenance services or failure to comply with AFH's and/or the original manufacturer's instructions (including any installation, operating or maintenance instructions or manuals).

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL AFH BE LIABLE FOR LOSS OF PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL AFH'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE FIELD SERVICE WORK EXCEED THE CONSIDERATION PAID TO AFH FOR THE FIELD SERVICE WORK.

Dispute Resolution. In the event any dispute arises out of or relating to this Agreement, the parties shall attempt to resolve their differences by negotiation, failing which either party may submit the matter to arbitration. Each party will be responsible for their own associated costs and fees. The final ruling in arbitration will be binding on both parties.

Applicable Law. Any purchase order accepted by AFH in conjunction with field service work shall be deemed to have been executed, delivered, and accepted in the State of Victoria, Australia and shall be governed, construed, and enforced pursuant to the laws of the State of Victoria, Australia.

Severability. If a clause or part of a clause within this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or provision of this Agreement is found to be illegal, unenforceable or void either in whole or in part for any reason, then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of any other provision of the Agreement.

General. Any conditions or terms of purchase submitted by Customer deviating from or inconsistent with this Agreement will not be binding and will be excluded, notwithstanding any statement by the Customer in its own purchase order that its terms and conditions prevail over this Agreement.

Only authorised representatives of AFH can accept variations to AFH Field Service Work Terms and Conditions. Any variations are to be agreed in writing by AFH authorised representatives prior to purchase. Any purchases agreed on terms other than AFH Field Service Work Terms and Conditions require written acceptance by authorised representatives of AFH, otherwise they will not be binding.

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