

These terms and conditions apply to every contract entered into by DASH Engineering Pty Ltd of 3 Lincoln Road, Forrestfield, Western Australia ("DASH Engineering") for the provision of Services to Clients unless expressly varied.

1. DASH Engineering may send the Client interim accounts on a monthly basis or at such other times or when expenses are incurred by DASH Engineering.
  - a. Each account is due and payable within twenty eight (28) days following the date of the account.
2. Where the Principal Client has requested DASH Engineering provide services on behalf of themselves and the Client act only as a purchasing entity for the provision of services to the Principal Client, the Client will not be receiving any form of goods or services from DASH Engineering. In this circumstance, the payment term from the Client to DASH Engineering will begin from the time the Client receives confirmation from the Principal Client that they have received the goods or services as requested.
3. If the Services to be conducted by DASH Engineering includes the supply and delivery of equipment then DASH Engineering may in its discretion require that an amount equal to 50% of its estimate of the cost of purchasing the equipment be paid in advance. DASH Engineering is not required to supply or deliver the equipment until the amount has been paid to it.
4. DASH Engineering may at its discretion either cease to perform any Service for the Client or suspend performance of any Service for the Client if:
  - (a) The Client fails to pay any account (including an interim account) which is due and payable;
  - (b) The Company fails to give proper instructions to DASH Engineering or to respond to communications promptly;
  - (c) DASH Engineering believes that the necessary mutual trust and confidence required to perform services no longer exists;
5. If DASH Engineering terminates its engagement or suspends performance of any Service then:
  - (a) It shall not be obliged to take any further action in relation to the Service; and
  - (b) Shall be entitled to be paid for all Services performed by it up to the date of termination or suspension.
6. Any funds, papers, equipment or other property of the Client in the possession of DASH Engineering can be retained by it by way of lien as security for payment of any money owing by the Client to DASH Engineering.
7. Unless otherwise stated, any estimate, quote or invoice provided by DASH Engineering is exclusive of GST. The Client agrees to pay to DASH Engineering the amount of all goods and services tax on the provision of Services supplied by DASH Engineering to the Client.
8. The Laws of Western Australia will apply to the relationship between DASH Engineering and the Client and the parties submit to the jurisdiction of the Courts of Western Australia in relation to any matter covered by these terms and conditions.
9. DASH Engineering shall have ownership and copyright to all designs, materials and intellectual property prepared by DASH Engineering in the course of providing Services to the Client.
10. DASH Engineering shall at all times maintain public liability insurance with a cover of \$10,000,000 and professional indemnity insurance with a cover of \$5,000,000. In the event that the Client has a claim against DASH Engineering in relation to the supply of

Services the maximum liability exposure which DASH Engineering shall have to the Client is limited to the amount recoverable from the insurances maintained by DASH Engineering.

11. In the course of providing Services to the Client:

- (a) DASH Engineering shall be acting as an independent contractor and shall have no fiduciary obligations to the Client;
- (b) If DASH Engineering purchases items of equipment for supplying to the Client it does so as an independent contractor and not as agent for the Client;
- (c) Any equipment supplied to the Client shall remain the property of DASH Engineering until all moneys payable by the Client have been paid in full. DASH Engineering can refuse to supply any equipment until such time as any moneys due or owing to it by the Client have been paid in full;
- (d) Any failed bearing/s supplied from the Client to DASH Engineering for the services of failure analysis will remain the property of the Client for a period of up three (3) months. After this period, should the failed bearing/s not be collected, they shall become the property of DASH Engineering and be disposed of or used for training purposes.

12. A Purchase Order received by DASH Engineering from the Client is a document stating that the Client agrees to pay the agreed amount stated on the quotation:

- a. If the Client fails to pay any money owing to DASH Engineering when it becomes due or payable then the Client shall indemnify DASH Engineering from and against all costs and expenses it incurs in pursuing recovery including all legal costs on a solicitor and client basis.
- b. The Client shall not be entitled to set off against or deduct from any moneys due or owing to DASH Engineering any sum which it claims is due or owing to it by DASH Engineering.

13. Interest on overdue moneys shall accrue from the date when payment became due daily until the date of payment at the rate of 12% per annum.

14. The Client authorises DASH Engineering to obtain from any credit reporting agency a credit report in respect of the Client. The Client authorises DASH Engineering to exchange information about the Client with any credit reporting agency or with those credit providers named as trade referees by the Client.

15. DASH Engineering may licence or subcontract all or any part of the Services which it has agreed to supply to the Client.

16. In these Terms and Conditions:

“Client” means any person or entity who enters into a contractual arrangement with DASH Engineering for the provision of Services to it;

“Services” includes:

- (a) Preparation of engineering reports;
- (b) Providing specialist advice;
- (c) The supply of equipment;
- (d) Supervision of the installation or installation of plant and equipment; and
- (e) Such other specialist engineering services performed by DASH Engineering or at the request of the Client.

“Principal Client” means any person or entity who enters into a contractual arrangement whereby DASH Engineering provide services to them, and the Client acts only as a purchasing medium by which payment is made from the Client to DASH Engineering.