

**KOMATSU FORKLIFT
AUSTRALIA PTY LTD**

ABN 71 080 792 730

PURCHASE ORDERS

Unless specifically agreed to the contrary in writing, the following conditions shall apply to Purchase Orders raised by Komatsu Forklift Australia P/L ABN 71 080 792 730 'The Company'.

1. TERMS:

- a) Payment will be made from the Company's Head Office within 30 days of the end of the month of invoicing provided an acceptable tax invoice has been received by the Company.
- b) Invoices will not be accepted unless they prominently disclose the Company's order number and separately state the goods and services tax payable.
- c) The Company will only pay to a maximum of the estimated or quoted price.

2. FREIGHT:

- a) The Company will nominate the method of delivery of the goods on the face of the Purchase Order and will only be responsible for the charges arising from that instruction.
- b) All delivery charges should be separately included on the invoice for the goods.

3. INSURANCE:

Goods shall remain at the Supplier's risk until signed for and accepted by an authorised representative of the Company.

4. DELIVERY:

Deliveries shall be made to the destination designated by the Company on the Purchase Order. The Company will not be responsible for extra delivery costs incurred where delivery has been made to an incorrect destination or not in accordance with delivery instructions.

5. RETURNS FOR CREDIT:

The Company reserves the right to reject goods which upon inspection are found to be defective or which do not comply with the description or the price on the face of the Purchase Order.

Such inspection shall be carried out within a reasonable time after delivery taking into account the use of the goods, method of delivery and the place at which the delivery is made.

In the event that goods are returned, all costs associated with the return including freight costs, will be to the Supplier's account and may be set off by the Company against any debt owed by the Company to the Supplier.

6. EXCLUSION OF OTHER TERMS AND CONDITIONS:

Any Supplier's terms and conditions of sale are deemed to be rejected by the Company and do not form part of the purchase contract.