

Procurable Group Terms and Conditions of Sale

1. Definitions

- ☐ "Seller" refers to Procurable Group / Procurable Marine & Infrastructure.
- ☐ "Buyer" refers to the entity purchasing products from the Seller.
- ☐ "Products" refers to the engineered materials and equipment specified in the Seller's quotation or invoice.

2. Acceptance

This quotation is valid for thirty (30) days from its date of issuance and represents an offer to sell the Products to the Buyer. Acceptance by the Buyer is confirmed upon issuance of a written purchase order or other written form of acceptance.

3. Pricing

Prices are quoted in Australian Dollars (AUD) exclusive of GST and any other applicable taxes or duties. Prices are subject to change if the Buyer's requirements necessitate additional costs such as, but not limited to, customizations, expedited shipping, or special handling.

4. Payment

Payment terms are net fourteen (14) days from the date of the invoice, unless otherwise negotiated and documented. Overdue payments may incur interest at the statutory rate.

5. Delivery

Delivery terms shall be Delivered Duty Paid (DDP) to the Buyer's designated premises in any Metropolitan area of a state capital (excl. CBR). Delivery to regional or remote areas is at the Buyer's cost. The Buyer is responsible for unloading and timely return of any containers or packaging materials if applicable.

6. Risk and Title

Risk of loss or damage to the Products shall pass to the Buyer upon completion of delivery at the designated premises. Title to the Products shall pass upon the Seller's receipt of full payment.

7. Warranty

The Seller warrants the Products against defects in materials and workmanship under normal use for a period of twelve (12) months from the delivery date. This warranty does not cover damages resulting from misuse, neglect, accidents, or alterations by the Buyer.

8. Limitation of Liability

The Seller's liability for any claim related to the Products shall not exceed the purchase price paid for the Products. The Seller shall not be liable for any indirect, special, incidental, or consequential damages.

9. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of these Terms and Conditions due to events beyond their reasonable control, including but not limited to natural disasters, acts of government, labour disputes, and disruptions in transportation.

10. Governing Law

The Terms and Conditions of Sale are governed by and construed in accordance with the laws of the State of Queensland, Australia, without regard to its conflict of law principles.

11. Amendments

These Terms and Conditions may be amended or modified only in writing, signed by authorized representatives of both parties.