

TERMS AND CONDITIONS OF QUOTE - SUPPLY OF GOODS AND LABOUR

Terms and Conditions – Supply of Goods:

1. If a Purchase Order is raised after the valid date, Elastomers Australia reserves the right to reject the Purchase Order and request a new “Request for Quote”
2. Any Quotation given by Elastomers Australia is an offer for the customer to issue a Purchase Order to accept the quote. All quotes will be based on a customer Request for Quote, and Elastomers Australia reserve the right to vary or withdraw the quotation if the Purchase Order varies from the Quote
3. The delivery lead time for the delivery of Goods will be adhered to as long as Elastomers Australia receives the Purchase Order by the dates specified above
4. Should the Purchase Order not be received by the due date, Elastomers Australia reserves the right to modify the delivery date
5. The delivery lead time is for this quote only. Should you require multiple orders or a varied quantity to what is on this quote, please contact your Elastomers Australia representative to arrange a revised delivery schedule
6. Delivery lead times that are requested to be less than the quoted delivery lead time may incur additional costs. In all instances shorter delivery lead times must be agreed in writing with an Elastomers Australia Representative
7. Ex-Works means goods available from the specified Elastomers Australia branch
8. Upon receipt of a Purchase Order, the customer is accepting the Terms and Conditions of Sale as stated on the invoice and account application

Terms & Conditions – Supply of Labour for Screen Media Services

These terms and conditions apply to an order for Screen Media Specialist Personnel

9. Ordering / Notice (minimum booking period)

- a) Service Purchase Orders must be received for all Service Requirements
 - b) Service Purchase Orders are to be received 10 business days before the Service Date
 - c) Service Purchase Orders received with less than 10 business days lead time from the Service Date may be:
 - i. Subject to an additional short notice fee or
 - ii. At risk of staff being unavailable for the required Service dates.
 - iii. May not be accepted by Elastomers
 - iv. May not have the consistency of staff that have attended site in the past
10. Quotes are only valid for the period of time specified on the quote. Supply of Labour personnel numbers, names and prices are only valid up to this date. If a Purchase Order for Services (“Service Purchase Order”) is raised after the valid date, Elastomers Australia reserves the right to reject the Services Purchase Order and request a new “Request for Quote”
11. Any Quotation for services given by Elastomers Australia is an offer for the customer to issue a Service Purchase Order to accept the quote. All quotes issued by Elastomers Australia will be based on a customer Request for Quote, and Elastomers Australia reserve the right to vary or withdraw the quotation if the Purchase Order varies from the Quote.
12. Upon receipt of a Purchase Order, the customer is accepting the Terms and Conditions of the quote, invoice and account application.
Service Purchase Orders must be received a minimum 10 days before the Service Date. Purchase Orders received with less than 10 days’ notice:
- a) may not be accepted by Elastomers
 - b) may not have the consistency of staff that have attended site in the past
13. Variations to the requirements or skill set required
Variations by the Customer to accepted Service Purchase Orders with less than 48 hours’ notice:
- a) may not be accepted by Elastomers
 - b) may not be able to be fulfilled in full as staff are unavailable for the request date
 - c) may not have the consistency of staff that have attended site in the past
 - d) may be charged an administration fee to arrange resources at short notice

14. Cancellations or Change of Date
 - a) The customer may cancel a request for Services by giving 3 days' notice in writing prior to the commencement of the Service Date. In such case no charge will incur.
 - b) In the event that a request for a Services is cancelled with less than 3 days' notice, Elastomers Australia may submit a claim to recover fair and reasonable costs for review by the Customer, Costs are limited to out of pocket expenses plus a Stand Down rate for personnel capped at 8 hours per day. Elastomers Australia will take action to mitigate costs, where possible.

15. Delays on-site
 - a) When there is a suspension or cessation of Services on the Customers Site due to a delay event, not as a consequence of an action of Elastomers Australia, the Customer will be liable to pay Elastomers Australia labour hours per labour category for its Personnel that are on Site providing Services or would have been (are therefore deemed to be) on Site providing Services on the day(s) in question but for the event.
 - b) The Customer will not be liable for any downtime caused by an act or omission of Elastomers Australia, including failure by Elastomers Australia to provide its Personnel.

16. Minimum & Maximum Duration of Request on Purchase Order
 - a) The minimum duration of a service request is 8 hours per day unless otherwise agreed to in writing.
 - b) The maximum engagement per day will be subject to Elastomers Australia's fatigue management policy.

17. Commencement Time
 - a) The start point for the commencement of the engagement will begin from the Elastomers Australia branch the Staff are deployed from and will end when the Staff return to the place of commencement, unless otherwise agreed.

18. Incidental Costs
 - a) The Customer is liable for all fair and reasonable costs associated with the service such as airfares, accommodation, car hire and any other reasonable associated costs.

19. Force Majeure
 - a) The provision of labour for the required period is contingent upon Force Majeure. Force Majeure shall mean any event or circumstance or combination of events and circumstances, which is beyond the control of Elastomers Australia or its suppliers ("the Affected Party"), which causes or results in default or delay in the performance by the Affected Party of any of its obligations in contract.
 - b) The rights and obligations of the parties under the contract shall be suspended in whole or part, as the case may require, to the extent that the ability to perform any of its relevant obligations under the Purchase Order is materially and adversely affected by Force Majeure

For clarity:

- Service Purchase Order means an order to request for screen media specialist labour personnel to perform tasks at a Customer site.
- Service Date means that period of time the Customer request for labour resources to attend their site for a shutdown.