



CONTRACT FOR ITEM PURCHASE

Between supplier:

Simplicity Control Systems Pty Ltd

of 64 Bridges Rd Morayfield 4506 ABN 01 125 440 360

and

Purchaser:

.....

Of.....ABN.....

For

Supply of date stamping machinery as detailed in the annex for the application of "best before" or "packed on" dates to produce and/or floral or flower sleeves.

Total price for this machinery excluding GST: AUD \$.....

Purchase Price Inclusions:

Machine as detailed in the attached annex, 2 x boxes ink rolls (6 rolls per box) black in colour (other colours available on request).

Spare parts as detailed in the annex.

Freight to the capital city of the end user's state. (It is the responsibility of the purchaser to freight the machine from a depot in the capital city [to be advised] to the site where it is to be installed).

Onsite commissioning of the unit and training for the purchaser's staff in the safe operation of the machine.

Documentation detailing operation of the machine

Warranty:

The machine and the OEM parts the machine is comprised of are warranted to be free from manufacturing defects for a period of 12 months from the date of commissioning. Replacement of any worn or defective parts in that time will be by the supplier of the machine. Defective parts will be returned to the supplier for credit, or else they will be charged for. If fitting by Simplicity Control Systems Pty Ltd is required by the purchaser, labour and travel costs will be met by the purchaser.

Exclusions to this warranty:

1. This exclusion applies to the 2 PLC's (Programmable Logic Controllers) which drive the machine. As there is no indication at this stage of how many cycles the individual relays in the PLC's will make before failure, the PLC's will be excluded from this warranty. Warranty covering the PLC's will only extend to a single replacement PLC (for each of the 2 PLC's) being supplied to the purchaser, pre programmed, for fitting by the purchaser. ELV, (Extra Low Voltage, 24 volts DC) means an electrician is not required for this task. If the PLC's have an unacceptable failure rate, Simplicity Control Systems will source a more acceptable PLC and supply and fit for the purchaser of the machine at cost. At cost includes labour and travel costs. In time we will know the expected duty cycle of this item, at this time we do not, that is the reason for this exclusion. We believe, on current experience, that this item will not be an issue but the purchaser must understand the small possibility of PLC failure.
2. The purchaser agrees not to unpack or attempt to use the machine, once on site, until the machine has been commissioned and staff trained by Simplicity Control Systems Pty Ltd staff. Failure to observe this clause will make the warranty above null and void.

Initialled by Purchaser to indicate these clauses have been read

Other requirements:

The purchaser warrants to the supplier that no attempt will be made to copy the machine, or any part or process of the machine and no access to the machine will be provided to others for the purpose of copying the machine or any part or process of the machine.

The purchaser acknowledges that the software remains the property of Simplicity Control Systems Pty Ltd and that the purchaser is granted a single license to use the software for the life of the machine.

Initialled by Purchaser to indicate these clauses have been read

Payment Terms:

The payment terms for purchaser of the machinery contained in the attached annex are as follows: (The total purchase price less GST is on the front page of this document)

1. Ordering We require 40% of the purchase price plus GST with initial order. This payment can be in the form of cheque, cash or EFT. We also require an official order with the first payment. A pro forma invoice can be sent if required.
2. Shipping. We require a further 40% of the purchase price plus GST when the completed machine is ready to ship. A progress invoice will be sent.
3. On site commissioning: At the completion of the commissioning and training process we require balance of payment, either by EFT with the transaction document handed to us before we leave the site, or a bank cheque. Failure to provide one of these will result in the PLC's being disabled, meaning the machine will not work. A subsequent visit will be at the purchasers expense and will only take place after ALL monies have been paid, including for the subsequent visit.

Initialled by Purchaser to indicate these clauses have been read

Signed for the supplier:

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William W Calder MD Simplicity Control Systems Pty Ltd

Witnessed by:

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Name:.....

Address:.....

Date:.....

Signed for the purchaser:

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Name:.....

Witnessed by:

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Name:.....

Address:.....

Date:.....