

TERMS AND CONDITIONS OF QUOTATION

PRYSMIAN POWER CABLES & SYSTEMS AUSTRALIA PTY LIMITED

- This is a Quotation setting out the proposed price at which Prysmian is prepared to supply products and services (as described in our Quotation). It is not intended to create a legally binding contract. Definitions in these terms and conditions are given the same meaning as in Prysmian's Standard Terms and Conditions of Sale, a copy of which can be provided on request or can be viewed on Prysmian's website (www.prysmian.com.au).
- These terms and conditions are valid for the period shown in our Quotation, if no period is shown, the validity shall be 7 days from the date of the Quotation. Prysmian may withdraw or vary the price during this period if
- (a) there are any changes in the price of metal; or
- (b) there are any variations in costs to Prysmian associated with supply of the goods or services; or
- (c) the Buyer breaches the conditions set out in clause 13 herein.
- If there are changes in the price due to the events described above then Prysmian will notify the Buyer as soon as possible of the revised price.
- 4. Any Order of the goods or services based on this Quotation will be on Prysmian's Standard Terms and Conditions of Quotation and Prysmian's Standard Terms and Conditions of Sale, and may be made by sending Prysmian a valid Order by EDI, facsimile, post, or through Prysmian's website. This will constitute an offer to purchase in accordance with Prysmian's Standard Terms and Conditions of Sale. Prysmian will send the Buyer an Order Confirmation and this will constitute Acceptance of the offer. If an Order Confirmation is not despatched by Prysmian to the Buyer, Acceptance will occur on notice of despatch or delivery of the goods, whichever first occurs.
- 5. The prices set out in this Quotation are exclusive of GST.
- 6. Prices are quoted on the basis that an Order will be placed for the full quantities of all items listed in the Quotation. If any items are omitted from an Order Form or otherwise as required in an Order or if any of the quantities vary significantly from those set out in this Quotation, then Prysmian may reject the Order and review the prices set out in the Quotation.
- 7. Deliveries are quoted in working weeks based upon Prysmian's current production commitments, which may vary from time to time. If a delivery time does not appear in the delivery column, delivery will be advised upon receiving information on the Buyer's project schedules and where items are standard stocked lines, they will be delivered in accordance with Prysmian's standard market offer. These lines are subject to availability of stock and the Buyer must obtain confirmation of whether the stock is available when submitting an Order. All delivery times are estimates only and Prysmian will not be liable for any delays.
- 8. The Buyer must provide Prysmian's "Quotation number" when submitting an Order. This will ensure that Prysmian apply the correct pricing. Failure to do so may result in current daily prices being charged.
- Delivery terms are Free on Truck (F.O.T), excluding offloading. Charges may be imposed for additional services such as: after hours, weekend or urgent deliveries, offloading facilities – manually or mechanically, non-standard cutting or packing requirements, or delayed deliveries.
- 10. Prysmian reserve the right to impose a Minimum Order Value.
- Prysmian's assessment of compliance to specification is based on the nominal results obtained in tests and measurements conducted in accordance with the relevant specifications.
 Prysmian does not quote measurement uncertainties and does

- not apply measurement uncertainties in our assessment of compliance.
- Prysmian's offer is based on Prysmian's standard drum lengths.
 Any Order will be supplied utilising multiples of standard drum lengths and drum length tolerances.
- Prysmian reserve the right to levy additional cutting charges for any required cuts.
- (b) Please contact Prysmian for a copy of the latest Cutting Policy, which nominate items that are "Non-Cuttable".
- 13. Prysmian considers the information contained in the Quotation to be confidential and should not be disclosed to any other party without prior written consent of Prysmian.



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