



Operating as :  
FCT Combustion Pty Ltd- ABN 94064722854  
FCT Flames Pty Ltd- ABN 33115089195  
FCT ACTech Pty Ltd- ABN 84089782249  
FCT Inc.- EIN 233031647  
FCT Combustion (Canada) Inc - BN 81047 5384 RT0001  
FCT Yakma Makine ve Mühendislik San. Tic. Ltd. Şti – Tax ID 3850614156  
FCT Gmbh- Ust.-IdNr.: DE25793417

## **Standard Terms and Conditions of Purchase**

1. This "Agreement" constitutes a contract between FCT International (means any of the FCT companies, including FCT-Combustion Pty Ltd ABN 94 064 722 854, FCT-ACTech Pty Ltd ABN 84 089 782 249, FCT Flames Pty Ltd ABN 33 115, 089 195, FCT Yakma Makine ve Mühendislik San. Tic. Ltd. Şti TID 3850614156, FCT Inc EIN 233031647, FCT Combustion (Canada) Inc BN 81047 5384 RT0001 or any associated or subsidiary companies of the above) hereinafter referred to as the Company and the Vendor.
2. The Company, will not necessarily be bound by any order unless it is issued on the Company's official form and duly signed, or recognise any variation of an order unless such variation is approved in writing by the Company. Any goods delivered which are not covered by an order or by an approved variation of an order, may therefore be returned at the Vendor's risk and expense.
3. All goods shall be delivered carriage paid at the place of delivery specified on the order and no charge shall be made for packing or cases unless otherwise so stated on the Order. Should the Vendor require the return of packing or cases, the despatch notes and invoices shall so state and the Company, without incurring any legal liability, will endeavour to return them at the Vendor's expense and risk.
4. Where the Vendor sells goods by weight all containers, wrappers, bands, iron ties, etc., will be disregarded in assessing the weight of goods received by the Company.
5. If the Vendor fails to supply any goods mentioned in the order within the time stated or shall supply any goods of an inferior quality, the Company may purchase elsewhere and charge the Vendor with the difference, if any, between the cost of such goods and the price stated on the order: should the Vendor not fulfill the order in any particular, the Company may forthwith terminate the order by notice in writing.
6. The goods shall be equal in all respects to the samples, patterns, specifications, etc., supplied or stated and if not supplied or stated, they shall be of the best material and workmanship and the Company's decision shall be conclusive on these matters.
7. Any goods found either on delivery or subsequently to be inferior in quality or in any manner defective or not in accordance with the order, will be liable to rejection whether the whole or any portion of a delivery and returned to the Vendor at his own expense and risk.
8. If requested, the Vendor shall give the Company's duly authorised representative reasonable access to the Vendor's premises for the purpose of inspecting during their manufacture, the goods to be supplied and the materials to be used in their manufacture: such representative shall have no authority to accept goods on the Company's behalf.
9. The Vendor shall pay all royalties and fees of patented articles, processes and registered designs and indemnify the Company from all claims in respect thereof.
10. Patterns and drawings supplied by the Company will remain its property and must be returned in good order and condition on completion of the order: the Vendor shall replace free of charge any patterns, drawings or other property of the Company which may be lost, damaged, destroyed whilst in charge of the Vendor.
11. A delivery note quoting the Order number and part number, if any stated, of the goods must be sent with all goods and a detailed invoice mailed immediately after despatch.
12. Payment will be made at the end of the month following the date of invoice, based on 30 days. Invoices received later than the second working day of the next month will incur a delay of a further 30 days.
13. The Company may cancel the order should the Vendor become bankrupt or being a Company, be wound up compulsorily or pass or purport to pass a resolution to enter into liquidation (whether compulsory or voluntary) or have execution levied on his goods or enter into an arrangement with his Creditors.
14. The Company shall not be liable for any injury, damage or loss sustained by the Vendor or his employees or agents whilst on the Company's premises or at any place of delivery or elsewhere and the Vendor shall indemnify the Company against any claim, costs or demands in regard to any injury, damage or loss arising out of or incidental to the performance of the Order.



15. Without the Company's prior consent in writing, the Vendor shall not advertise or announce the fact that he supplies goods to the Company.
16. Any variation to these conditions must be settled before the Order is accepted.
17. If the Vendor or any employee or agent of the Vendor comes into possession of or becomes aware of any Confidential Information, whether or not in the course of supplying goods or services to the Company, the Vendor, its employees and agents will maintain strict confidentiality with respect to that Confidential Information and will not make any disclosure of it in any way whatever to any other entity. Confidential Information means and includes all information, whether in tangible or intangible form, of a confidential nature regarding the Company's current or future business interests, methodology or affairs, or of any person or entity with which the Company may deal or be concerned, including, without limitation, matters of or relating to the Company's business, technical detail, engineering data, intellectual property, marketing procedures, financial information, all software whether system software or application software and whether in source code or object code, details of algorithms of that software, and all additions, amendments, modifications or improvements to that software, and any other information which is notified by the Company to the Vendor as being confidential.
18. **INSURANCE AND PROTECTION OF THE WORK AND PROPERTY:**
  - A. During the performance of this purchase order vendor shall maintain and keep in force, at its own expense, the following insurance coverages and minimum limits:
    - I. Workers Compensation Insurance, with statutory limits as required by the laws of and regulations applicable to the employees of the vendor who are engaged in the performance of this purchase order.
    - II. Employers Liability Insurance, for employee bodily injuries and deaths within a limit of \$500,000 each accident.
    - III. Commercial General Liability Insurance, covering claims for bodily injury, death and property damage, including Comprehensive Form, Premises and Operators, Products and Completed Operations, Independent Contractors, Personal Injury, Contractual and Broadform Property Damage liability coverages, within minimum limits of \$5,000,000 for bodily injury, death and property damage each or per occurrence and \$5,000,000 general aggregate.
    - IV. Comprehensive Automobile Liability Insurance, covering owned, non-owned and other vehicles, within minimum limits of \$1,000,000 bodily injury, death and property damage per occurrence.
  - B. All such policies of insurance shall provide that the same shall not be cancelled nor the coverage modified nor the limits changed without first giving thirty (30) days' prior written notice thereof to the Company. No such cancellation, modification or change shall affect Vendor's obligation to maintain the insurance coverages required by this Purchase Order. Except for Workers' Compensation Insurance, Company shall be named as an Additional Insured on all such required policies. All liability insurance policies shall be written on an "occurrence" policy form and by insurance companies acceptable to Company. Vendor shall be responsible for payment of any and all deductibles from insured claims under its policies. Vendor shall not perform any Work under this agreement unless and until evidence of such insurance, including renewals thereof, has been delivered to and approved by Company. Vendor shall not self insure any of the insurance coverages required by this Purchase Order without the prior written consent of Company. The minimum limits of coverage required by this Purchase Order may be satisfied by a combination of primary and excess or umbrella insurance policies.
  - C. Vendor shall protect the Work from damage or loss and shall exert all reasonable efforts to protect Company's property from damage or loss arising in connection with the Work. As between the parties, Vendor shall bear the full risk of, and shall make good, such damages or losses and shall deliver the Work complete and in accordance with this Purchase Order. Vendor, at its discretion, shall insure or self-insure risk of loss of or damage to Vendor's tools, equipment and other property used in connection with the Work. Company, at its discretion, shall insure or self-insure risk of loss of or damage to Company property, other than the Work.
  - D. The maintenance of this insurance shall not in any way operate to limit the liability of Vendor to Company under this Purchase Order.
19. The company shall have title in any goods either complete or in progress that it has paid for and will have the right to enter the Vendor's premises and take possession of those goods.