



STANDARD TERMS AND CONDITIONS OF RENTAL

These Terms and Conditions constitute a contract between the Customer and Tasman Oil Tools Pty Ltd (hereafter referred to as "Tasman Oil Tools"). For the purpose of this document "Customer" means Purchaser, Customer Group, and all Customer's personnel including officers, directors, commissioners, employees, servants, agents, invitees of Customer and Customer Subcontractors or any and all affiliates thereof.

- 1 Customer agrees to the Terms and Conditions contained herein, unless Customer specifically objects to Tasman Oil Tools in writing to those specific Terms and Conditions which are not acceptable prior to the placement of an order or the time Tasman Oil Tools, as per Customer's request, dispatches Equipment or Service personnel to Customer. Any conflict between these Terms and Conditions and the provisions of any of Customer's work or purchase orders, or any other similar forms, shall not constitute an objection in writing by Customer. These Terms and Conditions shall not be altered, changed or modified, except as specifically provided herein or by the written agreement of Customer and Tasman Oil Tools, signed by a duly authorized officer or representative of Tasman Oil Tools.
- 2 A written purchase or rental order is required from the Customer before any rental equipment is dispatched from Tasman Oil Tools Pty Ltd's storage facility (Rental Point). On receipt of this order (irrespective of client purchase order terms) it is understood that the Customer fully accepts and agrees to the Terms and Conditions of Rental contained herein.
- 3 The Rental Period commences when Rental Equipment is collected/ dispatched from the Rental Point.
- 4 Unless otherwise specified, a standby rental rate is applied to Rental Equipment that is put on 'hold' at Tasman Oil Tools's storage facility for the priority use of the Customer. The standby rental rate will apply as of the date agreed between Tasman Oil Tools Pty Ltd and the Customer. The operating rental rate is applicable once the Rental Equipment has been dispatched from the Rental Point.
- 5 The Rental Period ceases when all Rental Equipment is returned to the original Rental Point.
- 6 The Customer is solely responsible for the cost and responsibility of storing and transporting Rental Equipment during the Rental Period.
- 7 All Customs Duties, Government Taxes, Import / Export Permits and Documentation Fees levied or pertaining to Rental Equipment during the Rental Period are to the sole account of the Customer. GST shall be added if the Australian Taxation Office determines that Rental is subject to GST.
- 8 Any other charges not mentioned above that are levied upon Tasman Oil Tools Pty Ltd or its equipment during the Rental Period, are to the sole account of the Customer.
- 9 In the event that Tasman Oil Tools Pty Ltd organises mobilisation and/or transportation of rental equipment on behalf of the Customer, all freight charges, customs clearance, etc. will be recharged to the Customer at cost plus fifteen (15) per cent handling fee.
- 10 The Customer will fully indemnify Tasman Oil Tools Pty Ltd, and its stakeholders against any claims that may be made against Tasman Oil Tools Pty Ltd or its stakeholders arising from any accidents, failures etc., caused partially or solely by equipment rented to the Customer.
- 11 All equipment returned by the Customer to Tasman Oil Tools Pty Ltd in a non-original condition will be repaired at Tasman Oil Tools Pty Ltd's nominated engineering facility. All charges for this work will be recharged to the Customer at cost plus fifteen (15) per cent handling fee. A standard transport fee of \$100 per tool will be charged to cover transport to and from the engineering facility. Normal fair wear and tear will be accepted by Tasman Oil Tools Pty Ltd. Prices for rework to standard API threads per connection for equipment owned by Tasman Oil Tools, in Perth, are outlined below. All threads on sub rented equipment which requires repair will be recharged at documented cost + 15% HF.

2.3/8" Pin: \$345.00, 2.3/8" Box: \$368.00
2.7/8" Pin: \$395.00, 2.7/8" Box: \$395.00
3.1/2" Pin: \$505.00, 3.1/2" IF Box: \$565.00
4" or 4.1/2" Pin: \$520.00, 4" or 4.1/2" Box: \$585.00
5.1/2" Pin: \$565.00, 5.1/2" Box: \$645.00
6.5/8" Pin: \$630.00, 6.5/8" Box: \$710.00
7.5/8" Pin: \$695.00, 7.5/8" Box: \$825.00
8.5/8" Pin: \$725.00, 8.5/8" Box: \$855.00
- 12 The Customer must not disassemble, reassemble or modify tools rented from Tasman Oil Tools Pty Ltd in any way during the Rental Period. In the event that the Customer disassembles, reassembles and/or modifies tools as described, Tasman Oil Tools Pty Ltd does not accept responsibility for any malfunctions that occur during operational usage of the tool.
- 13 It should be noted that depletion of hardbanding during the course of a continuous Rental Period to the Customer is not considered normal fair wear and tear. All costs associated with re-hardbanding will be charged to the Customer at cost plus fifteen (15) per cent handling fee. Reports will be provided upon request.
- 14 Tasman Oil Tools Pty Ltd offers stabilizers with blade diameters gauged at specified / quoted hole sizes with a tolerance of + 0" and/or -1/32". The "run redress charge" included on the quotation covers wear of 0" to 1/8" of hard facing material. Wear in excess of this will be calculated upon assessment by Tasman Oil Tools Pty Ltd and will be charged to the Customer accordingly.
- 15 Tasman Oil Tools Pty Ltd shall not be liable or responsible for loss, damage or injury to any well for which Rental Equipment is used during the Rental Period.
- 16 **Lost or Lost-In-Hole (LIH):** for any Rental Equipment that has been declared lost or lost-in-hole by the Customer, the "lost or replacement value" of the Rental Equipment as stated on the original quotation will be charged to the Customer. Tasman Oil Tools Pty Ltd requires confirmation in the form of a completed and signed 'Statutory Declaration' that tool/s have been genuinely lost or lost-in-hole. This form should be requested from Tasman Oil Tools and returned within fourteen (14) days of reported



loss. It should be noted that rental will not cease until the signed Statutory Declaration is received. In the event that the quotation for such tool/s is over twelve (12) months old, Tasman Oil Tools Pty Ltd reserves the right to adjust the "lost or replacement value" to reflect current market value/s. Where the "lost or replacement value" is not stated on the quotation, the value will be determined as the landed replacement cost, free into store (FIS) Tasman Oil Tools Pty Ltd, Perth, Western Australia. Unless otherwise specifically stated and agreed to in writing, Tasman Oil Tools Pty Ltd will not pass on any depreciation to the Customer in the event that the rental equipment is lost, lost-in-hole or damaged beyond repair.

Please note: in the event that tools which have been declared lost or lost-in-hole are later found or recovered, they remain the property of Tasman Oil Tools Pty Ltd and must be returned immediately.

- 17 **Damaged Beyond Repair: (DBR):** for any Rental Equipment returned by the Customer to Tasman Oil Tools Pty Ltd that is deemed damaged beyond repair upon post rental inspection, the "lost or replacement value" of the Rental Equipment as stated in the original quotation will be charged to the Customer. In the event that the quotation for such tool/s is over twelve (12) months old, Tasman Oil Tools Pty Ltd reserves the right to adjust the "lost or replacement value" to reflect current market value/s. Where the "lost or replacement value" is not stated on the quotation, the value will be determined as the landed replacement cost, free into store (FIS) Tasman Oil Tools Pty Ltd, Perth, Western Australia. Unless otherwise specifically stated and agreed to in writing, Tasman Oil Tools Pty Ltd will not pass on any depreciation to the Customer in the event that the Rental Equipment is lost, lost-in-hole or damaged beyond repair.

All drill pipe rented will be of "New" or "Premium Class" condition as per API RP 7G, 10th Edition, January 1981, or as quoted. Any pipe that is down graded to "Class II" or below, upon return from rental, will be considered to be damaged beyond repair and the "lost or replacement value", as stated on the original quotation, will be charged to the Customer. Similarly, in the event that any item is exposed to or becomes contaminated by H₂s gas and/or corrosion caused by air drilling operations, down-hole fires or by any other means, such Rental Equipment will be considered damaged beyond repair and the "lost or replacement value", as stated in the original quotation, will be charged to the Customer.

- 18 All expendable items e.g. ring gaskets, junk catchers, balls, mud bucket seals, clamps, etc., all rubber &/or elastomer components, e.g. ram rubbers, packers, packing elements etc., are considered "consumable items" and will be invoiced to the Customer at the commencement of the Rental Period and are not considered Rental Equipment.
- 19 All expendable items supplied or consigned with the Rental Equipment and returned unused, undamaged and in original packing, will be restocked at ten (10) per cent of the quoted price.
- 20 All invoices are payable within thirty (30) days of date of issue of invoice unless otherwise specified on the invoice. Invoices not paid within payment terms will be liable for a surcharge of two (2) per cent per month per invoice.
- 21 All quotations issued by Tasman Oil Tools Pty Ltd are made on the basis that equipment is available for delivery subject to prior rental or commitment. Location and availability will be advised upon receipt of confirmed order in writing.
- 22 Quotations shall remain valid for a period of thirty (30) days, unless otherwise specifically stated and authorised by Tasman Oil Tools Pty Ltd.
- 23 All repair, post repair inspection and third party charges relating to rental equipment, and levied on Tasman Oil Tools Pty Ltd, will be recharged to the Customer at cost plus fifteen (15) per cent handling fee, plus any Government Taxes or levies which may be applicable.
- 24 In countries not governed by the Australian Tax System, or which do not have a double tax agreement with Australia, any taxes applicable on rental equipment invoices, will be to the account of the Customer. Our quoted prices are nett of all taxes in this instance.
- 25 All Tasman Oil Tools Pty Ltd Rental Equipment that has rotary shouldered connections, is dispatched with thread protectors. When Rental Equipment is returned without original or equivalent original thread protectors in tact, the Customer will be invoiced for missing thread protectors as per prices indicated below:
- \$50.00 each: 2.3/8" HSH, 2.3/8" reg, 2.3/8" IF, 2.7/8" reg, 2.7/8" IF, 3.1/2" reg, 3.1/2" IF, 4" IF, 4.1/2" reg, 4.1/2" IF or 5.1/2" FH pressed steel thread protector (pin or box)
 - \$25.00 each: 2.3/8" HSH, 2.3/8" reg, 2.3/8" IF, 2.7/8" reg, 2.7/8" IF, 2.7/8" EUE, 3.1/2" reg, 3.1/2" IF, 4" IF, 4.1/2" reg, 4.1/2" IF or 5.1/2" FH plastic thread protectors (pin or box)
 - \$50.00 each: 2.1/16" CS Hydril, 2.7/8" EUE, 2.7/8" PH6, 3.1/2" EUE or 3.1/2" PH6 plastic thread protectors (pin or box)
 - \$125.00 each: 6.5/8" reg, 7.5/8" reg or XT57 pressed steel thread protectors (pin or box)
 - \$50.00 each: 6.5/8" reg, 7.5/8" reg or XT57 plastic thread protectors (pin or box)

Thread protectors which are not included in the above list will be charged at cost plus fifteen (15) per cent handling fee.

- 26 The Rental Equipment supplied to the Customer is the sole property of Tasman Oil Tools Pty Ltd and shall not be lent, given, sub let, modified, changed, sold or disposed of to any third party whatsoever without the written permission of Tasman Oil Tools Pty Ltd.
- 27 **After Hours Call Out Fees:** "after hours" is deemed to be any hour outside normal business hours that being 8.00am – 5.00pm Monday to Friday. Charges are \$300.00 (AUD) call out for the first hour (any part of an hour is considered 1 hour) and \$80.00 (AUD) per hour/ per man thereafter. Any work involving the operation/ use of mobile plant (forklifts) will require two (2) men on the premises.
- 28 **Return of Tubulars:** All tubular equipment should be returned to the Rental Point stacked facing the same direction on the truck, i.e. all pins facing one end and all boxes the other, as is the case when they leave the Rental Point. If they are not returned in this manner, the client will be charged \$150 per hour for the number of hours taken to re-arrange for cleaning inspection, logging and coating. This charge includes two (2) men plus forklift usage. This amount shall be charged on the final rental invoice.



29 **Tasman Oil Tools' Inspection and Testing Policy is as follows:**

- All rental equipment is inspected by a qualified third party to a relevant standard or procedure prior to being released unless waived by customer and third party inspection reports are considered valid up to 12 months prior to the rental commencement date.
- Drill Pipe is inspected by a certified third party inspector to TH Hill DS1 (3rd edition) standard to service category 4.
- Tubing is inspected by a certified third party inspector to API-5CT & RP7G-2 (includes full length EMI & tube drift).
- All other Down Hole components including Drill Pipe Pup Joints are inspected by a certified third party inspector to TH Hill DS1(3rd edition) standard service categories 3 through 5.
- All pressure equipment is pressure tested following Tasman Oil Tools procedures that are in line with the most recent to industry standards. Tests are conducted in a purpose built facility on Tasman Oil Tools Pty Ltd's premise using a NATA certified Martin Decker Chart Recorder.
- All surface handling equipment is subject to 100% Magnetic Particle Inspection and is completed all relevant equipment after each use.
- Drill Collar Lift Subs are considered handling equipment and in addition to 100% Magnetic Particle Inspection a visual & dimensional is completed on the pin connection.
- All Safety Clamps undergo a 100% Magnetic Particle Inspection immediately prior to the commencement of rental. This inspection is billed on the first rental invoice. In the event that a client cancels an order following standard pre-rental inspection, the client will still be billed for the inspection of the safety clamp.
- Rental equipment supplied new & unused is supplied with manufacturers inspection report & connections are visually inspected by a certified third party inspector to confirm conformity to TH Hill DS1 (3rd edition).
- Lifted equipment used for offshore lift is manufactured to, and tested by a certified third party inspector to comply with EN-12079. On vessel (MODUs, FPSOs & Platforms) equipment with lift points is tested to Marine Orders Part 32 (MO32)

STANDARD TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions constitute a contract between the Customer and Tasman Oil Tools Pty Ltd (hereafter referred to as "Tasman Oil Tools"). For the purpose of this document "Customer" means Purchaser, Customer Group, and all Customer's personnel including officers, directors, commissioners, employees, servants, agents, invitees of Customer and Customer Subcontractors or any and all affiliates thereof.

- 30 Customer agrees to the Terms and Conditions contained herein, unless Customer specifically objects to Tasman Oil Tools in writing to those specific Terms and Conditions which are not acceptable prior to the placement of an order. Any conflict between these Terms and Conditions and the provisions of any of Customer's work or purchase orders, or any other similar forms, shall not constitute an objection in writing by Customer. These Terms and Conditions shall not be altered, changed or modified, except as specifically provided herein or by the written agreement of Customer and Tasman Oil Tools, signed by a duly authorized officer or representative of Tasman Oil Tools.
- 31 All quotations issued by Tasman Oil Tools are subject to change without prior notice.
- 32 All prices quoted, written or verbal, are effective at time of quoting and will supersede all previous pricing.
- 33 Quotations shall remain valid for a period of thirty (30) days, unless otherwise specifically stated and authorised by Tasman Oil Tools.
- 34 A written purchase order is required from the Customer before commencement of any service work by Tasman Oil Tools. On receipt of this order it is understood that the Customer fully accepts and agrees to the Terms and Conditions of Service contained herein.
- 35 Any notice or instruction from the Customer received subsequent to Tasman Oil Tools' quotation, including supplementary information contained in the purchase order, which results in a change in specifications, scope of work, or other terms, will only be effective upon an appropriate adjustment in the price and/or delivery date, and written acceptance by Tasman Oil Tools.
- 36 Invoices are payable within thirty (30) days from the invoice date, unless otherwise specified on the invoice. The amount of credit or terms may be changed or credit withdrawn by Tasman Oil Tools at any time. Invoices not paid within specified payment terms will be liable for a surcharge of two (2) per cent per month per invoice.
- 37 Where the nature of the Contract is such that a schedule of rates forms part of or all of the Contract, the Customer may certify the hours worked by Tasman Oil Tools' personnel as shown on Tasman Oil Tools' work records so submitted. Should the Customer fail to give such certification, Tasman Oil Tools shall invoice on the basis of such uncertified records and the Customer will be liable accordingly.
- 38 Any variation to the Contract including changes in work scope or contract price shall only be deemed to have occurred when agreed expressly in writing between Tasman Oil Tools and the Customer and shall be subject to these Terms and Conditions unless agreed in writing by Tasman Oil Tools.
- 39 No certificates of compliance, conformance or analysis shall be provided unless Customer's detailed requirements are stated on the face of the Customer's purchase order. Tasman Oil Tools reserves the right to charge an additional fee for any such certificate.
- 40 Orders placed by the Customer and accepted by Tasman Oil Tools may be cancelled only with the consent of Tasman Oil Tools and Customer will be subject to cancellation charges.
- 41 Customer will be responsible for the delivery to and collection from Tasman Oil Tools' premise of goods to be serviced. Tasman Oil Tools' is not liable for loss or damage to the goods to be serviced at any time including the period during which the goods are held at Tasman Oil Tools' premises for service / storage. Any loss or damage shall not relieve that Customer from any obligation hereunder.
- 42 All goods delivered to Tasman Oil Tools must be accompanied by Customer delivery documentation, which must include a clear description of the goods being delivered. All goods delivered must be serial numbered.



- 43 All associated freight charges, customs clearance, etc. relating to the transport of Customer equipment or spare parts required to complete the scope of work, will be recharged to the Customer at cost plus fifteen (15) per cent handling fee.
- 44 Any delivery, installation or completion period or date offered by Tasman Oil Tools is an estimate only and is not to be construed as a fixed time unless expressly incorporated into the Contract. Tasman Oil Tools uses reasonable efforts to deliver within the time specified, but cannot guarantee timely delivery and shall not be liable for any damages arising out of a failure to keep a projected delivery date, irrespective of the cause of delay.
- 45 Should the delivery period be extended due to any delay or omission caused by the Customer, then Tasman Oil Tools shall be entitled to claim additional costs from the Customer arising from the delay or omission calculated.
- 46 There are no warranties that extend beyond the description contained herein. This warranty is given expressly and in place of all other express or implied warranties, and all implied warranties are disclaimed.
- 47 Parts manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. As such, Customer understands that Tasman Oil Tools is not the manufacturer of the parts and the only warranties offered for the parts are those of the manufacturer.
- 48 In the event that any goods serviced by Tasman Oil Tools are found to be defective or otherwise fail to conform to the conditions of these Terms and Conditions of Service, Tasman Oil Tools will, at its option, either (1) repair or re-service the goods, or (2) refund the service price, providing that the claim is made promptly following delivery of goods to the Customer within 3 months from date of delivery. Tasman Oil Tools' warranty liability shall not include circumstances where the goods have not been operated and maintained by the Customer in accordance with the instructions provided by Tasman Oil Tools.
- 49 The Customer will fully indemnify Tasman Oil Tools, its stakeholders, and the manufacturer of any parts resold by Tasman Oil Tools, against any claims arising from or pertaining to parts sold to the Customer, except for replacement, repair or refund of the purchase price, at Tasman Oil Tools' option, for Tasman Oil Tools manufactured goods, or as provided in any warranties extended and honored by the manufacturer on goods manufactured by others.
- 50 Tasman Oil Tools' total cumulative liability in any way arising from or pertaining to goods serviced or required to be serviced and parts sold or required to be sold, under these Terms and Conditions of Service, shall not in any case exceed the purchase price paid by the Customer.

STANDARD TERMS AND CONDITIONS OF SALE ITEMS

These Terms and Conditions constitute a contract between the Customer and Tasman Oil Tools Pty Ltd (hereafter referred to as "Tasman Oil Tools"). For the purpose of this document "Customer" means Purchaser, Customer Group, and all Customer's personnel including officers, directors, commissioners, employees, servants, agents, invitees of Customer and Customer Subcontractors or any and all affiliates thereof.

- 51 Customer agrees to the Terms and Conditions contained herein, unless Customer specifically objects to Tasman Oil Tools in writing to those specific Terms and Conditions which are not acceptable prior to the placement of an order. Any conflict between these Terms and Conditions and the provisions of any of Customer's work or purchase orders, or any other similar forms, shall not constitute an objection in writing by Customer. These Terms and Conditions shall not be altered, changed or modified, except as specifically provided herein or by the written agreement of Customer and Tasman Oil Tools, signed by a duly authorized officer or representative of Tasman Oil Tools.
- 52 All quotations issued by Tasman Oil Tools are subject to change without prior notice and are made on the basis that goods are available for delivery subject to prior sale. Location and availability will be advised upon receipt of confirmed order in writing.
- 53 All prices quoted, written or verbal, are effective at time of quoting and will supersede all previous pricing.
- 54 Quotations shall remain valid for a period of thirty (30) days, unless otherwise specifically stated and authorised by Tasman Oil Tools.
- 55 A written purchase order is required from the Customer before dispatch of any goods from Tasman Oil Tools. On receipt of this order it is understood that the Customer fully accepts and agrees to the Terms and Conditions of Sale contained herein.
- 56 Any notice or instruction from the Customer received subsequent to Tasman Oil Tools' quotation, including supplementary information contained in the purchase order, which results in a change in specifications, scope of work, or other terms, will only be effective upon an appropriate adjustment in the price and/or delivery date, and written acceptance by Tasman Oil Tools.
- 57 Invoices are payable within thirty (30) days from the invoice date, unless otherwise specified on the invoice. The amount of credit or terms may be changed or credit withdrawn by Tasman Oil Tools at any time. Invoices not paid within specified payment terms will be liable for a surcharge of two (2) per cent per month per invoice.
- 58 Tasman Oil Tools retains title for all goods until they are paid for in full, at which time title of the goods will pass to the buyer.
- 59 In countries not governed by the Australian Tax System, or which do not have a double tax agreement with Australia, any taxes applicable on invoices will be to the account of the Customer. Our quoted prices are net of all taxes in this instance.
- 60 No certificates of compliance, conformance or analysis shall be provided unless Customer's detailed requirements are stated on the face of the Customer's purchase order. Tasman Oil Tools reserves the right to charge an additional fee for any such certificate.
- 61 Orders placed by the Customer and accepted by Tasman Oil Tools may be cancelled only with the consent of Tasman Oil Tools and Customer will be subject to cancellation charges.



- 62 Unless otherwise specified, all goods will be offered ex-works Tasman Oil Tools premises.
- 63 Liability for loss or damage shall pass to the Customer upon dispatch from Tasman Oil Tools' premises for delivery to Customer. Any loss or damage shall not relieve that Customer from any obligation hereunder.
- 64 All associated freight charges, customs clearance, etc. will be recharged to the Customer at cost plus fifteen (15) per cent handling fee.
- 65 Tasman Oil Tools uses reasonable efforts to deliver within the time specified, but cannot guarantee timely delivery and shall not be liable for any damages arising out of a failure to keep a projected delivery date, irrespective of the cause of delay.
- 66 There are no warranties that extend beyond the description contained herein. This warranty is given expressly and in place of all other express or implied warranties, and all implied warranties are disclaimed.
- 67 Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. As such, Customer understands that Tasman Oil Tools is not the manufacturer of the products purchased and the only warranties offered are those of the manufacturer.
- 68 Secondhand goods are sold "as is".
- 69 In the event that any goods manufactured by Tasman Oil Tools are found to be defective or otherwise fail to conform to the conditions of these Terms and Conditions of Sale, Tasman Oil Tools will, at its option, either (1) replace the goods at the delivery point, (2) repair the goods, or (3) refund the purchase price, providing that the claim is made promptly following delivery of goods to the Customer within one year from date of delivery.
- 70 The Customer will fully indemnify Tasman Oil Tools, its stakeholders, and the manufacturer of any goods resold by Tasman Oil Tools, against any claims arising from or pertaining to goods sold to the Customer, except for replacement, repair or refund of the purchase price, at Tasman Oil Tools' option, for Tasman Oil Tools manufactured goods, or as provided in any warranties extended and honored by the manufacturer on goods manufactured by others.
- 71 Tasman Oil Tools' total cumulative liability in any way arising from or pertaining to products sold or required to be sold under these Terms and Conditions of Sale, shall not in any case exceed the purchase price paid by the Customer.

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

These Terms and Conditions constitute a contract between the Vendor and Tasman Oil Tools Pty Ltd (hereafter referred to as "Tasman Oil Tools"). For the purpose of this document "Vendor" means, Vendor, Vendor Group, and all Vendor's personnel including officers, directors, commissioners, employees, servants, agents, invitees of Vendor and Vendor Subcontractors or any and all affiliates thereof.

- 72 The goods / services must match the description including performance / quality criteria in the Order. The Vendor warrants that the goods supplied will be free from any defect in design, performance, workmanship and makeup, and will conform to the Order.
- 73 Tasman Oil Tools agrees to pay the Vendor the price specified in the approved Order. Unless the Order specifies otherwise, the price is inclusive of:
- a. all charges for packaging, packing, insurance and delivery of the Goods in accordance with the Order
 - b. the cost of the Services and any items used or supplied in conjunction with the Services; and
 - c. all taxes except GST
- 74 Unless stated otherwise on the Order, payment will be made 30 days from the end of the month in which the Vendor's valid tax invoice is received. Invoices must be accompanied by proof of delivery and must contain this Order number.
- 75 This Order, including these conditions, will be the only basis upon which the goods / services will be received by Tasman Oil Tools unless the Vendor and Tasman Oil Tools agree otherwise beforehand in writing. Specifically, the terms set out in any delivery docket or the like shall not become part of the terms of the contract between the Vendor and Tasman Oil Tools unless expressly accepted in writing by Tasman Oil Tools.
- 76 Tasman Oil Tools reserves the right to amend its delivery schedule at any time prior to dispatch of goods.
- 77 No deviation may be made by the Vendor in any respect from any drawings or specification relevant to this Order provided or nominated by Tasman Oil Tools without Tasman Oil Tools' prior consent thereto in writing. If any drawings or specification do not cover fully the materials or manufacturing process necessary to execute the Order, the Vendor must obtain Tasman Oil Tools' instructions in writing before proceeding further.
- 78 The Vendor shall have no claim to or rights in the tools, jigs, gauges, patterns and other equipment, drawings, data, designs or ideas furnished to it from Tasman Oil Tools. The Vendor shall preserve all such items in good order and condition; will not copy or reproduce them or any substantial portion thereof without authority in writing from Tasman Oil Tools; and will return them to Tasman Oil Tools when requested.
- 79 All goods covered by the Order, whether paid for or not, shall be subject to inspection by Tasman Oil Tools within a reasonable time after delivery and if such goods do not conform to the requirements of the Order Tasman Oil Tools may either reject the goods or any of them or retain the whole or any of them, reserving the right to compensation for the Vendor's breach. Inspection by Tasman Oil Tools shall not relieve the Vendor of the Vendor's obligations regarding Item 77 above. All goods not rejected shall be deemed to have been warranted by the Vendor to be in accordance in all respects with any drawings, specifications and or instructions furnished by Tasman Oil Tools to the Vendor.
- 80 The Order may be cancelled by Tasman Oil Tools in the event of the Vendor at any time failing or being unable to comply with any of the terms, conditions or warranties contained therein or in the event of insolvency of the Vendor.



- 81 In the case of unforeseen contingency causing stoppage or delay in the Vendor fulfilling the Order by the agreed supply date, Tasman Oil Tools reserves the right at its option to suspend, modify or cancel the Order.
- 82 On cancellation of the Order:
- a. Tasman Oil Tools may in its complete discretion accept or reject all or part of the goods and materials manufactured and/or supplied to date;
 - b. all such goods and materials accepted by Tasman Oil Tools, whether wholly or partially manufactured and/or supplied, then in possession of the Vendor, shall be delivered by and at the cost of the Vendor to such place and persons as Tasman Oil Tools may direct; and
 - c. Tasman Oil Tools' liability to the Vendor shall be limited to the value of the goods and material and/or services accepted by Tasman Oil Tools. This value shall be determined using the rates and prices applicable under this Order.
- 83 Should Tasman Oil Tools supply materials to the Vendor it will be the Vendor's responsibility to replace any material that is lost, stolen, partly damaged or wholly destroyed while in the Vendor's possession free of charge to Tasman Oil Tools and to the entire satisfaction of Tasman Oil Tools.
- 84 It will be the responsibility of the Vendor to ensure that all tooling and patterns supplied by Tasman Oil Tools will produce parts strictly in accordance with drawings and specifications for such components and provide MSDS.
- 85 Waiver by Tasman Oil Tools of any specific default or defaults by the Vendor or failure by Tasman Oil Tools to cancel the Order or any part thereof when right of cancellation arises shall not constitute waiver by Tasman Oil Tools of any rights of Tasman Oil Tools under any of the terms or conditions of the Order arising through any further or subsequent default by the Vendor whether giving rise to a right of cancellation or a claim for damages.
- 86 All tools, jigs, gauges, patterns and other equipment, and all drawings and specifications and other papers supplied to the Vendor by Tasman Oil Tools and all or any such items as above which have been purchased or manufactured by the Vendor and for which Tasman Oil Tools has paid or is liable to pay the full value thereof, shall be the property of Tasman Oil Tools and shall not be used otherwise than for the manufacture / supply of goods for Tasman Oil Tools.
- 87 All tools, jigs, gauges, patterns and other equipment, whether supplied by Tasman Oil Tools to the Vendor or manufactured by the Vendor and paid for by Tasman Oil Tools, that are lost, stolen, partly damaged or wholly destroyed while in the possession of the Vendor, must be replaced by the Vendor free of charge to Tasman Oil Tools and to the entire satisfaction of Tasman Oil Tools.
- 88 Subject to Clause 79, ownership of all goods and materials provided pursuant to this Order shall pass to Tasman Oil Tools upon delivery.

Last Updated July 2010