



QUASAR TERMS AND CONDITIONS OF SALE

1. **Quasar:** The name Quasar throughout this document shall be read as being Quasar Systems Limited, and its status shall be that of seller.
2. **Agreement:** These terms and conditions apply to all Goods and Services ordered from Quasar. By issuing a purchase order, the buyer is deemed to have accepted the Quotation and these terms, and a contract ("**Contract**") is formed even though the buyer may not have signed these terms. Unless the parties have agreed otherwise in writing, these terms prevail over the terms in any other document, including any standard terms of the buyer that may be referred to in a purchase order. If the parties enter into a supply contract agreeing to different or additional terms, reference to the details of the supply contract shall be shown on the Quotation and Sales Order Confirmation issued by Quasar.
 - 2.1. Where a specifically negotiated supply contract has been entered into, the terms of the supply contract shall have precedence over these terms and conditions of sale, and the buyer's standard terms shall not apply.
3. **Prices:** Prices are quoted in New Zealand dollars and, unless otherwise stated, they are quoted ex Quasar's Christchurch store and exclude transport and delivery costs, insurance, customs, excise duties and charges, sales taxes, and GST, all of which must be paid by the buyer or, if Quasar disburses those costs, be refunded to Quasar by the buyer.
 - 3.1. Any variations from the quoted Goods and Services will be charged at the then standard Quasar prices or rates. Quotations are subject to correction by Quasar for any omissions and/or typing errors.
4. **Validity:** Unless previously withdrawn, our quotation is open for acceptance for the period stated therein, or when no period is stated, within 30 days only from the date thereof.
5. **Government Approval or Import Licence:** Our quotation is subject to the availability of any necessary Government approval, Import Licences, or similar statutory requirement. In the event of such approval or licence not being forthcoming after reasonable efforts have been made by Quasar, it may at its option determine the Contract void and neither party shall have any claim against the other in respect thereof.
6. **Delivery:** Where a delivery period is quoted, the period will commence when the buyer accepts the quotation or upon the granting of Government approval or Import Licence where necessary or (where requested by Quasar) upon receipt by Quasar of all necessary information and drawings to enable the Goods or Services to be finalised, whichever is the later.
 - 6.1. In no circumstances shall Quasar be liable for late delivery by reasons of fire, strike, stoppages of work, war, Government action, transport delays, Acts of God, shortages of supplies or manufacturer's delays or any other cause whatsoever beyond Quasar's control.
 - 6.2. Delivery shall be deemed to be made to the buyer when the Services are provided or the Goods are despatched from Quasar's premises or at the time when the buyer is advised of the availability of the Goods for collection.
 - 6.3. Where the Goods are to be supplied and installed by Quasar, delivery shall be deemed to be made when the Goods are supplied and delivered to the buyer's premises. Where it is agreed that the Goods may be delivered by instalments, each delivery is to be regarded as a separate contract and the price is payable accordingly.
 - 6.4. Quasar will use its best efforts to meet any stated dates for completion of the Services, but those dates are estimates only.
7. **Passing of Risk:** Risk passes from Quasar to buyer on delivery, from which time the Goods shall be at the sole risk of the buyer, notwithstanding that payment for such Goods may be payable in whole or in part at a later date.
8. **Property in any Goods:** Until payment of the full purchase price and any associated taxes, the property of any Goods shall not pass to the buyer notwithstanding that the risk has passed to the buyer on delivery as described above. Pending full payment, the buyer agrees to hold the Goods on trust for Quasar and, in default of payment on the due date of any instalment, to return the Goods in good order and condition to Quasar.
9. **Progress Claims:** Quasar reserves the right to make monthly Progress Claims for Goods and/or Services provided during the fulfilment of a contract. Invoices can be sent based on the percentage of work that has been completed. Unless otherwise stated in the Quotation or Tender documentation the milestones that can be claimed against are:

+ Receipt of purchase order and agreement of commercial terms	+ Receipt of Hardware and/or software at Quasar
+ Hardware and/or software procurement	+ Hardware shipped
+ Development or provision of services partially complete	+ Software shipped
+ Development or provision of services complete	+ Commissioning/Handover complete
10. **Insurance and Transportation:** All insurance and transportation charges including any charges after the delivery of any Goods supplied, are the responsibility of the buyer. Where agreed, Quasar can arrange any further transport and insurance for the Goods on behalf of the buyer and the cost of these shall be paid by the buyer.
11. **Damage:** Inspection of the Goods shall be made by the buyer immediately upon delivery and in the event of damage to the Goods, incorrect execution or shortage, the buyer shall notify Quasar in writing within 3 Business Days of receipt of the Goods, and shall similarly notify the carrier in the case of damage or shortage of Goods. Quasar shall not be liable in respect of damage or shortage caused in transit but any insurance arranged as in Clause 10 above shall be applicable.
12. **Payment:** Unless otherwise stated, payment must be tendered to Quasar in New Zealand dollars by the 20th of the month following the month in which Quasar has submitted a valid tax invoice. Payment of invoices shall be made in full without any set-off, deduction or counterclaim whatsoever, unless agreed to in writing by Quasar. Unless stated to the contrary, Quasar reserves the right to charge interest at 5% per annum over the base overdraft facility rate charged by Quasar's bankers on overdue amounts calculated from the due date to the date of the payment. Quasar may also terminate or suspend any credit arrangement or, withhold, suspend or restrict any service it provides, until the outstanding amount is paid in full. To remove doubt, the withholding, suspension or restriction of any services by Quasar under this clause will not constitute a breach or default by Quasar of this Contract and therefore will not provide grounds for the buyer to terminate this Contract. The buyer will be liable for all costs of enforcement and collection incurred by Quasar in relation to this Contract (including legal costs on a solicitor and own client basis) and indemnifies Quasar for all such costs. Where this Contract is settled from a foreign currency, all foreign exchange transaction fees shall be the responsibility of the buyer.

13. **Warranties:** All warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise, are excluded to the maximum extent permitted by law, unless otherwise expressly stated in these terms and conditions of sale.
- 13.1. Quasar offers a 90-day defects liability period for services in the form of a warranty on all systems for which it has total integration responsibility. This period commences at the date of commissioning/handover as advised by Quasar. This warranty is conditional on the buyer providing remote access to the system for Quasar's use.
- 13.2. Quasar provides a warranty against faulty workmanship and material in respect of the Goods for twelve months from the date of despatch from Quasar's premises, or twelve months from the completion of commissioning/handover if carried out by Quasar, provided the overall period does not exceed eighteen months from the date of despatch. Quasar's responsibility is limited to the replacement of defective parts whether the work is carried out on site or at Quasar's premises. Goods may be repaired under warranty on site or at Quasar's premises providing the equipment is returned to Quasar freight paid. If the repairs are carried out on site, travel and accommodation costs may be charged at ruling rates. Should Quasar be called upon to carry out work under warranty and find that the fault is not due to faulty workmanship or materials on Quasar's part, then any costs involved will be added to the contract price and charged accordingly.
- 13.3. Goods included in Quasar's quotation/proposal which are not manufactured by Quasar shall be excluded from this warranty, but the benefit of any warranty given by the supplier of the goods shall apply. Any repair or replacement of the goods, along with any associated costs, will be in accordance with the manufacturers' warranty period and conditions.
14. **Limitations as to Warranties:** It is understood and agreed that the Quasar's obligations in Clause 13 shall not apply to the extent that any failure of the Software to perform substantially in accordance with the specifications advised by Quasar is caused by any one or all of the following:
- 14.1. content or materials provided by the user;
- 14.2. attempts have been made by the user's personnel or third parties without the permission of Quasar to rectify such defect other than normal recovery or diagnostic;
- 14.3. improper use, operation, neglect (including unauthorised maintenance) or damage of the Software by the user;
- 14.4. failure on the part of the user to follow Quasar's written instructions or (if there are none) good industry practice;
- 14.5. failure of any operating system, compiler, utility or software which is not owned or licensed by, or in the control of, Quasar;
- 14.6. damage resulting from the user's use of software which was not provided by Quasar;
- 14.7. the modification of the Software or the merger (in whole or in part) with any other software, save where such modifications or merger has been conducted by Quasar or with the Quasar's express written consent;
- 14.8. the unreasonable failure of the user to (or to permit Quasar to) implement recommendations in respect of, or solutions to, faults previously advised by Quasar or the refusal or failure to install upgrades that contain fixes to such faults;
- 14.9. the use of the Software for a purpose for which it was not designed; and
- 14.10. browser incompatibilities and malfunctions subject to Quasar having appropriately given advance written notice to the user of such incompatibilities.
15. **Limitation of Liability:** To the maximum extent permitted by law, Quasar's liability under these terms and conditions of sale is strictly limited to its obligations under the Clause 13 (Warranties). Quasar accepts no responsibility for any other damage, loss or losses arising from or in any way connected with the Goods and Services supplied whether directly or indirectly and whether by way of consequential loss or otherwise howsoever. To the extent that the limitations of liability are not permitted by law, then Quasar's liability under these terms and conditions of sale is limited to the amount specified in the Quotation for the affected Goods or Services, or otherwise Quasar's standard rates for such affected Goods or Services.
16. **Legal Basis:** The validity, construction and interpretation of every Quotation, or any Contract between Quasar as seller, and its customers as buyers, shall be governed by and construed in accordance with New Zealand law. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.
17. **Orders:** All orders must be accompanied by an Order Number. Quasar will not process any order unless an official order number has been given and terms and conditions of sale have been agreed by both parties.
18. **Return of Goods:** Where Goods supplied are not indent goods they may be returned, subject to Quasar's agreement, provided they are received within 7 Business Days of our despatch, and provided they are returned in "as new condition in the original packing". Such Goods will incur a re-stocking fee of 15% plus all freight charges.
19. **Cancellation:** Where Goods or Services are to be provided to the buyer's specification (or to specifications prepared by Quasar for the buyer) then upon receipt of a formal notice of cancellation, Quasar shall promptly take steps to reduce further costs to the buyer. The buyer shall pay Quasar the value of the Services completed and the value of any Goods delivered plus any incidental costs to cover any cancellation costs incurred by Quasar, including any freight costs.
20. **Intellectual Property:** All Intellectual Property Rights belonging to a party, subcontractor or third party prior to the date of this Contract, or created independently and not in relation to this Contract or otherwise in the provision of the Software and/or the Services (**Pre-Existing IPR**) will remain vested in that party, subcontractor or third party (as applicable) and shall not be assigned hereunder.
- 20.1. The Intellectual Property Rights in all other aspects of the Software (if any) created by Quasar in relation to this Contract shall belong to and vest in Quasar on creation.
- 20.2. Quasar hereby grants the buyer and each entity to whom this Contract (or any part thereof) is assigned, novated or otherwise transferred, the non-exclusive, worldwide, perpetual, irrevocable, royalty free, paid up licence and right to use, execute, display, install, test, modify, maintain, enhance the Software and its Pre-Existing IPR (subject at all times to the terms of any third party or open source licensing terms pursuant to Clauses 22 and 23) contained in the Software (if any) and to permit such use of such Software and Pre-Existing IPR by the buyer (and its directors, officers, employees, contractors and suppliers) solely to the extent necessary for its general business purposes in relation to the Software and the Services.
21. **Transferring of Ownership:** The transfer of ownership of products, systems and Services by the buyer to any third party imposes all of the obligations of Clause 20 of these Conditions of Sale on that third party as if it were the first buyer. The buyer must procure the transferee's agreement to be bound by the terms of Clause 20 for the benefit of Quasar before completing a transfer to that transferee.

22. **Open Source Software:** Where the Software provided under this Contract uses Open Source Software in whole or in part in the provision of the Services, such Open Source Software shall be licensed according to the terms and conditions of the specific licence under which the relevant Open Source Software is distributed, but is provided "as is" and without limitation, Quasar specifically denies any implied or express representation that such Open Source Software in conjunction with or as incorporated or linked with the Software will be fit:
- 22.1. to operate in conjunction with any hardware items or software products other than with those that are identified as being compatible with the Software; or
- 22.2. to operate uninterrupted or error-free.
23. **Third Party Software:** Where Quasar under this Contract uses Third Party Software in the provision of the Software, such Third Party Software shall be licensed subject to the relevant third party licensing terms and the user acknowledges that the only warranties in relation to the Third Party Software, or the supply thereof, are those contained in the standard licence terms from the third party supplier(s) of the same, and that to the extent that any of such warranties are given to Quasar, it will pass on the benefit of such warranties to the user. The user agrees to be bound to the relevant third parties by such licence terms and to use reasonable endeavours to ensure that its affiliates are bound under similar obligations owed to the relevant third parties. Third Party Software is provided "as is" and without limitation, Quasar specifically denies any implied or express representation that such Third Party Software in conjunction with or as incorporated or linked with the Software will be fit:
- 23.1. to operate in conjunction with any hardware items or software products other than with those that are identified as being compatible with the Software; or
- 23.2. to operate uninterrupted or error-free.
24. **Privacy Act:** Quasar retains the right to disclose the buyer's details contained in their credit account application, to any third party, for the purposes of credit checking and, if need be, for debt collection in the event of default in the account. Quasar retains the right to contact any person or company to provide it with such information as it may require for the purposes of credit checking and, if need be, for debt collection in the event of default of the account. By agreeing to these terms and conditions of sale you are expressly consenting to Quasar using your personal information (including disclosure thereof) as provided for in this clause.
25. **Liability:** In the event of default in payment of the account the buyer will become liable for any and all costs of collection that are incurred by Quasar both prior to and post legal action, regardless of judgment. Costs of collection may include but are not specifically limited to collection agency costs, court costs, solicitor's fees (on a solicitor/client basis) and search costs.
26. **Confidentiality:** Confidential Information means information disclosed or made available by one party to the other in relation to this Contract (including know-how, data, processes, inventions, developments, formulations, applications, other trade secrets, methodologies, reports, documents, computer programs, business activities, marketing and sales activities, plans or financial information) which is marked or stated to be confidential or which by its nature is reasonably intended to be confidential, whether before or after the date of this Contract and including the terms of this Contract, and includes all items which come into existence through modifications or developments to such information, including such items arising directly or indirectly from the receiving party's use of the information. Both parties will keep confidential and secure, and not misuse, any information of the other party which would reasonably be expected to be proprietary or commercially sensitive or confidential. Disclosure and use of information to the extent required by law or necessary to perform this Contract is allowed. Confidential information will remain confidential regardless of the completion or termination of this contract and cannot be disclosed, copied or otherwise published without the prior written consent of Quasar.
27. **Consumer Guarantees Act:** The Consumer Guarantees Act does not apply to business transactions and therefore does not apply to the Contract.
28. **PPSA:** Quasar reserves the right to register a Financing Statement under The Personal Property Securities Act 1999 (PPSA) at its own discretion. Quasar is under no obligation to provide a copy of the verification statement under the PPSA.
- 28.1. To secure payment of all amounts owing by the buyer to Quasar from time to time, the buyer as debtor grants a security interest in all Goods supplied by Quasar to the buyer and all after acquired Goods supplied by Quasar to the buyer.
- 28.2. The buyer acknowledges and agrees that the security interests given to Quasar includes a security interest in all proceeds of collateral.
- 28.3. The buyer agrees to waive its right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest and that the buyer contracts out of sections 114(1)(a), 133, and 134 of the PPSA. The rights of a debtor in sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA do not apply to the security interest given by the buyer to Quasar.
- 28.4. The buyer agrees to provide any information or sign any document required under the PPSA and the regulations under the PPSA to enable Quasar to register a financing statement or a financing change statement.
29. **Dispute Resolution**
- If any dispute between the parties arises concerning the contract, the parties agree;
- 29.1. That the initiating party shall, within 5 Business Days, give written Notice to the other party of the existence of such a dispute and the particulars of it;
- 29.2. The parties shall work in good faith and seek to resolve the dispute and, if it is not resolved within 10 Business Days of the receipt of the Notice referred to in the immediately preceding sub-clause, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration such as conciliation or independent expert determination.
- 29.3. If the parties cannot reach agreement on such a process for resolving the dispute, they shall refer the dispute to mediation. The mediation must be conducted in terms of the Arbitrators' and Mediators' Institute of NZ Inc. Mediation Protocol. The mediation must be conducted by a mediator at a fee agreed by the parties. Failing agreement between the parties, the mediator shall be selected and his or her fee determined by the Director, for the time being (or the person holding the equivalent position), of the Arbitrators and Mediators Institute of New Zealand Inc.
- 29.4. The parties may not use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute.
- 29.5. No party may refer the dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a disputes resolution person or organisation in accordance with this Clause 29 and the person or organisation certifies that the dispute has been so referred and there appears to be no likelihood of a resolution of the dispute by that process.
- 29.6. Nothing in this clause shall prevent any party from seeking urgent interlocutory relief.
- If the procedures to resolve any dispute between the parties contained in this clause fail to resolve the dispute, then such dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or with any enactment in substitution of that Act.
30. **Partial invalidity:** If any provision of this Contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

31. **Waiver:** Any waiver by Quasar of strict compliance with the Contract shall not (i) be deemed a waiver unless it is in writing and signed by an authorised officer of Quasar; (ii) be deemed a continuing waiver of compliance.
32. **INCOTERMS:** Delivery acronyms such as EXW, FOB, CIF, DDP etc. used in the Contract shall be interpreted in accordance with INCOTERMS 2010 edition as published by the International Chamber of Commerce.
33. **Language:** Should the text of this Contract exist in languages other than the English one, the present English version shall prevail over all other language versions. All communication, notices and technical documentation between the parties shall be in the English language.
34. **Relationship:** The relationship between the parties is that of independent contractors. This Contract does not evidence or create an agency, partnership or similar relationship between the parties. Neither party hereby acquires any rights to use in advertising, publicity or other marketing or manufacturing activities any name, trade name, trademark, service mark or other designation of the other party/ies.
35. **Form of Agreement:** This Contract may be executed in any number of counterparts (including copies, facsimile copies and scanned email copies) each of which is to be deemed an original, but all of which together are to constitute a binding and enforceable agreement between the parties. This Contract will be deemed to have been accepted by both parties if the buyer accepts the Goods or Services.
36. **Force Majeure Event:** An event or circumstance which is beyond the reasonable control of either Party and which results in or causes the failure of that Party to perform any of its obligations under this Contract (other than any payment obligation). Neither Party shall be liable for any failure or delay in complying with any obligation imposed on such Party under this Contract if the failure or delay arises directly from a Force Majeure Event, provided:
- 36.1. that Party as soon as practicable gives the other Party written notice of the nature and expected duration of, and obligation affected by, the Force Majeure Event; and
- 36.2. that Party uses all reasonable endeavours to:
- i. mitigate the effects of the Force Majeure Event on that Party's obligations under this Contract; and
 - ii. perform that Party's obligations under this Contract despite the Force Majeure Event.
37. **Third Party Rights:** A third party who is not a party to this contract shall not have any rights under or in connection with it.
38. **Entire Contract:** The Contract constitutes the entire agreement between Quasar and the buyer and supersedes all previous communications, whether oral or written, relating to the subject matter of the Contract.
39. **Termination:** Either Party may terminate the engagement with immediate effect by the terminating Party, by giving written notice to the other Party in the event of any of the following:
- i. Where the other Party is a company, upon the commencement of liquidation of the other Party or the appointment of a receiver or manager of its property or any part of its property or, where the other Party is an individual upon that person's adjudication as a bankrupt; or
 - ii. If the other Party makes any unauthorised assignment or similar arrangement for the benefit of its creditors generally; or
 - iii. If the other Party has committed a material breach of its obligations in respect of this Contract which is incapable of or inappropriate for remedy by the other Party; or
 - iv. If the other Party has committed a material breach of its obligations in respect of the engagement and the terminating company has requested that breach be remedied within a specified time (such time to be reasonable, given the nature and the significance of the breach) and that breach has not been remedied by that specified time.
40. **Assignments:** This Contract shall be binding upon the Parties hereto and their respective successors and permitted assignees.
- i. The buyer may assign or transfer any of its rights or obligations under this Contract after they have obtained Quasar's prior written approval. This approval may be refused without the need to give reason and is at the sole discretion of Quasar.
 - ii. Where the buyer assigns or transfers its rights, the buyer will remain liable for the performance of its obligations under this Contract, unless specifically stated to the contrary in any written consent to an assignment or transfer.
 - iii. Quasar reserves the right to assign or transfer any or all of its rights or obligations under this Contract.
 - iv. Where Quasar assigns or transfers its rights or obligations, it undertakes to provide the buyer with 30 days advance written notice of its intention.
 - v. To remove doubt, assignment or transfer by Quasar will not constitute a breach or default by Quasar of this Contract and therefore such assignment or transfer will not provide grounds for the buyer to terminate this Contract in accordance with Clause 39.
41. **General:**
- Day or Business Day** means any day apart from Saturdays, Sundays or statutory public holidays in Christchurch. Statutory public holidays include the days when provincial anniversary holidays are normally observed in Christchurch and any day between 23 December and 7 January inclusive. A Business Day begins at 8:30 am and ends at 5:00 pm New Zealand time.
- Goods and Services** means goods and services listed in the Quotation or supplied to the buyer from time to time.
- GST** means the goods and services tax chargeable, or to which a person may be liable, under the New Zealand Goods and Services Tax Act 1985.
- Intellectual Property Rights** means all trade-marks, domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, know-how, and trade secrets and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same.
- Open Source Software** means any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (<http://www.opensource.org/docs/definition.php>) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at <http://www.gnu.org/licenses/gpl.html>), or anything similar, included or used in, or in the development of, the Software, or with which the Software is compiled or to which it is linked.
- Parties:** References in this Contract to a party will include that party's executors, administrators, successors and the permitted assignees and novatees of that party's rights or obligations under this Contract.
- Quotation** means the quoted rate supplied by Quasar including any associated schedules and drawings, or pricing for a Quasar Support Agreement.

Sales Order Confirmation means the written notice given to the buyer confirming their acceptance of the Quasar Quotation.

Software means any software programs (including documentation and other materials) owned by or licensed by Quasar to be provided by Quasar to the buyer under this Contract as agreed by the parties from time to time and set out in these Terms and Conditions of Sale.

Headings: The clause and Schedule headings are for convenience only and are not to affect this Contract's interpretation.

Notices: A Notice or other communication is deemed to have been given and received:

- i. if hand delivered, on the day of delivery;
- ii. if delivered by courier or messenger service, on the day of delivery or as indicated on the receipt of proof of delivery whichever date is the later;
- iii. if sent by pre-paid post, five Business Days after posting;
- iv. if sent by fax, on the date of successful transmission as indicated on the confirmation generated by the sender's machine (provided there is no manifest error in such date);
- v. if sent by email, on the date that the email was read (provided there is no manifest error in such date);

If the date a Notice or other communication is deemed to have been given and received under clause (i), (ii), (iv) or (v) is not a Business Day, the Notice or other communication will be deemed to have been given and received at the start of the next Business Day.

Singular: will include plural and vice versa.

Survival: Any clauses expressly or by implication intended to survive termination of this contract will do so. This includes but is not limited to the following Clauses; 13 (Warranties), 14 (Liability), 16 (Legal Basis), 19 (Cancellation), 20 (Intellectual Property), 21 (Transferring of Ownership), 26 (Confidentiality), 29 (Dispute Resolution), 41 (General).

Third Party Software means any software programs which are proprietary to any third party which are provided to the user, with or without modification.

Health & Safety: Quasar shall comply with all its obligations under the Health and Safety at Work Act 2015 and any Regulations thereunder, and with any applicable code of practice under the Act. Quasar shall, when required by the buyer, provide the buyer with its health and safety plan in relation to the Services together with evidence that it is complying with its obligations under the Act. Quasar shall also comply with the safety policies and procedures of the buyer, provided it receives adequate briefings on these matters.

[APPENDIX 1 – SPECIAL CONDITIONS

Item Number	Condition referred to	Details of the change

Quasar Authorisation: The scheduled "Special Conditions" above are approved on behalf of Quasar by:

Name _____ Date _____
Designation _____ Signed _____

Buyer Acceptance: I am a duly authorised officer of the buyer and in that capacity accept the Terms and Conditions of Sale:

Name _____ Date _____
Designation _____ Signed _____]