

## Conditions of Sale for Equipment

<p><b>1. General</b></p> <p><b>1.1 Definitions</b></p> <p><b>DPSA Group:</b> Shall mean DPSA Holdings Pty Ltd and any of its subsidiaries including</p> <ul style="list-style-type: none"> <li>- Power Electric Switchboards Pty Ltd</li> <li>- DPSA Contracting Pty Ltd</li> <li>- DPSA Engineering Pty Ltd</li> <li>- Drilling Project Services Australia Pty Ltd</li> <li>- DPSA Drilling Equipment Pty Ltd</li> <li>- MEM Rockhampton Pty Ltd</li> <li>- ElectCables Pty Ltd</li> <li>- Any other company acquired or controlled by DPSA Holdings Pty Ltd or its subsidiaries.</li> </ul> <p><b>Purchaser:</b> Shall mean the company, firm or persons for whom work under this contract is performed and shall include executors, administrators, successors and permitted assignees.</p> <p><b>Goods:</b> Shall mean everything to be supplied by DPSA Group, including all equipment and services.</p> <p><b>GST and Taxable supply:</b> Shall have the meaning given in <i>A New Tax System (Goods and Services Tax) Act 1999</i>.</p> <p><b>1.2 Conditions</b> These conditions form part of the offer in which that are referred to or to which they are attached.</p> <p><b>1.3 Precedence</b> If there is any inconsistency between the Conditions of the Offer and these Conditions, then the former shall prevail.</p> <p><b>1.4 Variation of Conditions</b> Notwithstanding any acceptance by DPSA Group of any order from the Purchaser that may contain any provision inconsistent with or purporting to vary or reject any of these Conditions, any contract arising from any such acceptance shall be subject to these Conditions unless and to the extent only that DPSA Group expressly agrees in writing to any variation thereof.</p> <p><b>1.5 Additional documentation or verbal matter</b> No documentation, correspondence, verbal agreement or conversation shall form part of or affect or modify any aspect of the offer or contract unless accepted or confirmed by DPSA Group in writing.</p> <p><b>1.6 Partial invalidity</b> In the event of one or more clauses of these conditions or any clauses included in DPSA Groups offer being held by a Court of Law to be legally invalid or unenforceable, the remainder or such conditions shall be in no way affected.</p> <p><b>1.7 Separable portions</b> The provisions of these Conditions shall apply to any supply of a separable portion or portions of the Goods.</p> <p><b>2. Offer and Order</b></p> <p><b>2.1 Validity</b> Unless previously revoked by written notification to the purchaser, DPSA Groups offer shall remain valid for the period as stated in the offer or, where no such period is stated, for thirty (30) days from the date thereof.</p> <p><b>2.2 Delivery Time</b> Goods offered ex stock are subject to prior sales. Any delivery time offered is without obligation.</p> <p><b>2.3 Variations</b></p> <p><b>(a) Variation in quantity</b> The quoted price is based upon the scope referred to in the offer. Should there be any variation in the total quantity of Goods ordered, DPSA Group reserves the right to amend the price.</p> <p><b>(b) Variation in Scope of Supply</b> If the Purchaser instructs DPSA Group in writing or DPSA Group considers any instruction from the Purchaser verbal or written to be an instruction to perform a variation then DPSA Group will perform the variation but only after the Purchaser has agreed the price in writing within 7 days of receipt by DPSA Group of the instruction. The agreed price of the variation will be added to the Contract Sum and if DPSA is delayed it shall be entitled to an extension of time.</p> <p><b>2.4 Acceptance and Order</b> The Acceptance of DPSA Groups offer must be confirmed in writing and followed by a Purchase Order. Any verbal instruction to proceed with the supply of Goods will be deemed to be on the basis of our Standard Terms and Conditions of Sale.</p> <p><b>2.5 Acceptance of order outside of offer validity period</b> Acceptance of offer outside the validity period stated in 2.1, DPSA Group will be able to revise the offer before accepting the order.</p>	<p><b>2.6 Cancellation, variation or suspension</b> A contract may be cancelled, varied or suspended only by notice in writing and only if such notice is accepted in writing by DPSA Group. In the event of such cancellation, variation or suspension the Purchaser shall compensate DPSA Group for any costs or loss incurred including but not limited to loss of profit, losses arising from any hedge relating to the supply, purchase of Goods for the order, labour expended on the order and any other costs incurred from Goods sub suppliers, finance providers and others directly related to the performance under the contract.</p> <p><b>3. Specifications and Drawings</b></p> <p><b>3.1 Information and Drawing</b> All description specifications, illustrations, drawings, data, dimensions and weights furnished by DPSA Group or otherwise contained in catalogues, price lists and other advertising matter of DPSA Group are approximate only and are intended to be by way of a general description of the Goods and shall not form part of the contract.</p> <p><b>3.2 Orders and Specifications</b> Any advice or recommendation given by DPSA Group or its employees or authorized agents to the Purchaser or its employees or authorized agents regarding storage, use or application of the Goods is given in good faith and does not constitute a guarantee of suitability or fitness for use. The Purchaser at all times remains responsible for the application of the Goods and the DPSA Group's liability in this regards shall be limited absolutely to the providing of Goods in compliance with published specifications.</p> <p><b>3.3 Certified drawings</b> After acceptance of an order DPSA Group shall provide on request such certified drawings as in DPSA Group opinion are reasonable and necessary.</p> <p><b>3.4 Confidential information</b> All drawings, specifications and other written information, samples and the like provided by DPSA Group shall be regarded as confidential and shall not be disclosed to a third party except with the prior written consent of DPSA Group.</p> <p><b>3.5 Information to be provided</b> The Purchaser shall, within seven (7) days from the date his order, furnish to DPSA Group sufficient information which, in the reasonable estimation of DPSA Group, will enable work to proceed forthwith and without interruption, otherwise an extension of time under clause 5.4 applies.</p> <p><b>3.6 Approval of drawings</b> Drawings or other information requiring the Purchaser's approval shall be approved, amended or rejected and returned to DPSA Group within fourteen (14) days of the date of receipt or other such period as may be agreed in writing. Any delay beyond this period shall constitute grounds for extension of the completion/delivery date under clause 5.4.</p> <p><b>3.7 Incorrect information</b> The Purchaser shall be responsible for and bear the cost of any alteration to the Goods arising from any discrepancy, error or omission in any drawings, specification or other information supplied or approved by him.</p> <p><b>3.8 Responsibility for approvals</b> In the absence of agreement to the contrary, and subject to clause 14, it shall be the Purchaser's responsibility to obtain and provide any approvals, licenses or permits as necessary for performance of the contract.</p> <p><b>3.9 Assembly</b> If the Goods are to be assembled, produced and/or additional processing added by the DPSA Group in accordance with the specification stipulated by the Purchaser, then the Purchaser shall indemnify the DPSA Group against any loss, damages, costs and expenses awarded against or incurred by the DPSA Group in any infringement of Intellectual Property Rights, which may result from the Purchaser's specification.</p> <p><b>4. Performances and Tests</b></p> <p><b>4.1 Performance</b> Any performance figures given by DPSA Group are based on DPSA Groups experience and manufacturers specifications and are such as DPSA Group expects to obtain on test. Subject to recognised tolerances applicable to such figures, DPSA Group shall be under no liability for damages for failure to attain such figures unless DPSA Group specifically guaranteed them in writing. Where DPSA Group has agreed to performance figures but fails to achieve such figures, DPSA Group shall make good such failure as provided for in clause 12 hereof. DPSA Groups liability, if any, shall in any case be limited as provided for in clause 13 hereof.</p>
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<p><b>4.2 Inspection and tests</b></p> <p>4.2.1 Where inspection and tests are performed, they will be in accordance with DPSA Groups' standard practice and will be carried out at the place of manufacture or at some other place at DPSA Groups option. The cost of these tests and any other test specified in the offer shall be borne by the Purchaser. Any further tests or witnessed tests required by the Purchaser will be carried out at his expense subject to DPSA Groups consent to perform these further tests.</p> <p>4.2.2 After seven (7) days from the date of notification that DPSA Group is ready to carry out any witnessed tests required, such tests may proceed in the absence of the Purchaser or his representative and shall be deemed to have been made in their presence.</p> <p>4.2.3 DPSA Group shall not be responsible for expenses incurred by the Purchaser in respect of their presence or that of its representative at witnessed tests.</p> <p>4.2.4 If on any such tests or inspection, Goods shall be found defective due to faulty design, material or workmanship or found not to be in accordance with the contract, DPSA Group shall make good such defect or failure as provided for in clause 12 hereof.</p> <p><b>5. Time/Date for Completion</b></p> <p><b>5.1 Base date</b> All times offered for delivery or completion shall be calculated from the date DPSA Group receives a technically and commercially clear order.</p> <p><b>5.2 Delivery Time/Completion Date</b> Any delivery time, completion date or period offered is an estimate only and is not to be construed as a fixed time unless expressly incorporated in the offer as such.</p> <p><b>5.3 Extension of time</b> The completion/delivery date or period shall be extended in respect of any delay caused by the Purchaser, by industrial dispute including strikes and lockouts, circumstances such as fire, war, mobilization, requisition, embargo, currency restrictions, shortage of transport, general shortage of materials, restrictions in the use of power or by any cause beyond reasonable control of either DPSA Group or any of DPSA Groups subcontractors or as a result of a variation of the original order or as provided for in these Conditions.</p> <p><b>6. Packing</b> Unless otherwise stated in the offer the Goods will be packed in accordance with DPSA Groups customary standard of packing and the cost thereof will be for the Purchaser's account. Any special packing required by the Purchaser will likewise be for the Purchaser's account.</p> <p><b>7. Delivery, Storage and Returns</b></p> <p><b>7.1 Delivery ex works</b> Unless otherwise stated in the offer, the Goods is supplied ex works as defined in INCOTERMS (as amended from time to time) and delivery to a carrier, including loading, shall constitute delivery to the Purchaser. The carrier's vehicle shall be of a type allowing vertical or horizontal access for loading required by DPSA Group.</p> <p><b>7.2 Delivery beyond ex-works</b> If delivery is required other than ex works, DPSA Group may, at DPSA Groups discretion, agree to act as an agent for the Purchaser in this matter and all costs for carriage and insurance will be for the Purchaser's account.</p> <p><b>7.3 Shortages in delivery</b> Claims for shortages in delivery shall only be accepted by DPSA Group if DPSA Group is notified in writing within ten (10) days of receipt of the Goods.</p> <p><b>7.4 Storage</b> If after a period of fourteen (14) days from the date of notification that the Goods is ready for delivery, delivery is delayed for any reason beyond DPSA Groups reasonable control, DPSA Group shall be entitled at DPSA Groups' option to arrange suitable storage at DPSA Groups' premises or elsewhere and shall take reasonable measures to protect the Purchaser's interest in the Goods. The Purchaser shall accept all costs of storage, insurance, demurrage, handling and other charges as set out in invoices for payment in accordance with clause 11.</p> <p><b>7.5 Partial deliveries</b> DPSA Group reserves the right to make partial deliveries against an order and to separately invoice same unless otherwise agreed in writing. Payment thereof will fall due in accordance with clause 11.1.</p> <p><b>7.6 Goods Returned for Credit</b></p> <p>7.6.1 Goods will be accepted for credit only by prior agreement or to the extent that they have been wrongly or over supplied. Returned goods shall be delivered to DPSA Group free of charge, in good order and condition, unused and in the original packing, accompanied by a dispatch note stating the original invoice number, date of supply and reason for return. Except where goods have been wrongly or over supplied, a charge as determined by DPSA Group will be made for handling costs.</p> <p>7.6.2 Goods made to specific order cannot be returned or credited unless not to specifications or otherwise not in accordance with any expressed or implied term of the contract</p>	<p><b>8. Insurance and Risk</b></p> <p><b>8.1 Insurance</b> DPSA Group acting as an agent for the Purchaser in accordance with clauses 7.2 and 7.4 hereof will, unless otherwise directed by the Purchaser, insure the Goods for the contract price plus 10%. The cost of such insurance will be for the Purchaser's account. In any event DPSA Holdings liability shall be limited to the extent of such insurance.</p> <p><b>8.2 Risk</b> Risk in the Goods shall remain with DPSA Group only to the contractual point of delivery (as defined in clause 7.1) and thereupon risk of damage, loss or deterioration of the Goods from any cause whatsoever shall pass to the Purchaser.</p> <p><b>9. Title</b></p> <p>9.1 Notwithstanding that the risk in the Goods sold shall pass to the Purchaser as provided in clause 8.2 hereof title and property in the Goods sold shall remain with DPSA Group until such time as full payment is made to DPSA Group for all amounts owing by the Purchaser and so that the Purchaser's total indebtedness to DPSA Group under the terms and conditions of sale is discharged.</p> <p>9.2 In the event that the Purchaser fails to make payment for the Goods in accordance with the terms of the contract then DPSA Group shall have the right to recover from the Purchaser the Goods and for that purpose the servants or the agents of DPSA Group may enter upon the Purchaser's premises in order to effect recovery and use any reasonable means of force in order to effect recovery. DPSA Group shall have the right to resell or otherwise dispose of the Goods so recovered without reference to the purchaser.</p> <p>9.3 If any of the Goods is incorporated in or used by the purchaser as parts, components or materials in respect of any other product of the Purchaser before payment in full has been made for the Goods then the property in the whole of the product into which the parts, components or materials have been incorporated shall be and become that of DPSA Group until such time as payment in full has been made by the Purchaser.</p> <p>9.4 Notwithstanding the provisions hereof and in particular Clause 11 hereof payment shall become due immediately upon the Purchaser (being a natural person) committing any act of bankruptcy or if the Purchaser (being a company) commits any act of which entitles any person to apply to wind up the Purchaser or if a liquidator, administrator, controller, mortgagee in possession, receiver or like officer is appointed over part or all of the Purchaser's assets.</p> <p>9.5 The Purchaser acknowledges that until his total indebtedness to DPSA Group is discharged he holds the Goods sold as bailee of DPSA Group and that a fiduciary relationship exists between DPSA Group and the Purchaser.</p> <p>9.6 In the event that the Purchaser sells the Goods to the Purchaser's customers before payment in full for the Goods has been made to DPSA Group then the Purchaser in a position of fiduciary shall:</p> <p>(a) Assign to DPSA Group the benefit of any claim against such Purchaser(s);</p> <p>(b) Account fully to DPSA Group for the proceeds of the sale of the Goods sold or any part thereof until the Purchaser's total indebtedness to DPSA Group is discharged.</p> <p><b>10. Prices and Contract Price Adjustment</b></p> <p><b>10.1 Price basis</b></p> <p>(a) Unless otherwise specified all prices are quoted nett, ex-works, in Australian dollars and excluding freight, carriage, non-standard packaging charges, GST and other sales taxes (as applicable).</p> <p>(b) All prices are subject to change without notice and orders are accepted by DPSA Group on the condition that they will be invoiced at the price ruling on the date of delivery.</p> <p>(c) Unless otherwise stated in the offer, the price offered is based on the costs of material, labour, freight, insurance, exchange duty and other costs and charges as are applicable on the quotation date stated elsewhere within the offer.</p> <p><b>10.2 Sales Tax, GST or other Government Imposts</b></p> <p>10.2.1 The price offered is exclusive of Sales Tax, GST or other Government imposts. Should Sales Tax, GST or other Government imposts become applicable the Purchaser shall pay those amounts in addition to the prices being offered in accordance with Clause 10.1.</p> <p>10.2.2 If GST is payable in relation to a Taxable Supply the amount payable for that Taxable Supply will be the amount payable in accordance with this agreement plus GST.</p> <p><b>10.3 Cost of delay or variation</b> If manufacture or delivery of Goods is delayed or varied by an act or omission of the Purchaser, his agent, or contractor for whom the Purchaser is responsible, DPSA Group shall notify the Purchaser of any additional costs which may be incurred as a result of such a delay or variation. Such additional costs shall be for the Purchaser's account at actual costs.</p>
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<p><b>10.4 Cost of complying with regulations</b> If after the quotation date (see clause 10.1 above) the cost to DPSA Group of performing its obligations under the contract is varied by reason of the making or amendment of any law or of any order, regulation or by-law having the force of law, the amount of such increase or decrease shall be added to or deducted from the contract price.</p> <p><b>11. Payment Terms</b></p> <p><b>11.1 Payment due</b> Unless otherwise stated in the offer, the price offered is strictly net. Any payment due to DPSA Group shall be made in full not later than thirty (30) days from the <u>date of invoice</u>. The extension of credit facilities is at the discretion of DPSA Group and subject to confirmation on the receipt of an order. However, in any event, DPSA Group retains the right to withdraw credit facilities at any time prior to delivery without further notification.</p> <p><b>11.2 Payment when delivery delayed</b> If delivery of Goods or items thereof is delayed by instructions or lack of instructions from the Purchaser, then payment of the full contract price shall be made within thirty (30) days after notification by DPSA Group that the Goods is ready for delivery.</p> <p><b>11.3 Delay or default in payment</b> Should the Purchaser delay in the respect of any payment due to DPSA Group then DPSA Group shall have the right, in addition to all others to which DPSA Group is entitled at law, to charge interest on the overdue amount at the rate 3% per annum in excess of the interest prescribed by the NAB Indicator Lending Rate for Overdrafts above \$100,000.00 calculated from the date of invoice to the actual date of full and final payment. Any payment by the Purchaser shall be credited first against any interest so accrued and the balance of payment, if any, shall be applied in reduction of the outstanding balance of the contract price. In the event of delay in any payment due to DPSA Group, DPSA Group may defer manufacture or delivery or cancel any outstanding balance of the order.</p> <p><b>11.4 Legal Costs</b> The Purchaser shall pay any legal costs (on a solicitor/client indemnity basis) stamp duty, and other expenses payable on these conditions or any credit application, guarantee or other security documents signed by the Purchaser together with any collection costs or dishonoured cheque fee.</p> <p><b>11.5 Credit Facilities</b> The DPSA Group may withdraw the Purchasers credit facilities at any time or vary the Purchaser's credit limit, without notice to the Purchaser or any guarantee of the Purchaser.</p> <p><b>12. Warranty</b></p> <p><b>12.1 Defects</b> DPSA Group shall make good by repair or at DPSA Groups option by replacement within a reasonable time after notification by the Purchaser, defects which appear in the Goods, arising from faulty design, material or workmanship provided always that:</p> <ul style="list-style-type: none"> <li>- such Goods had been properly handled and used and has been operated and maintained in accordance with instructions issued by DPSA Group; and</li> <li>- such defects are not caused by negligence, improper operation, accidental damage, incorrect use of operating material or lubricants, faulty civil or mechanical work, unstable soil conditions and all other chemical, electrochemical and/or electrical influences which have not been provided for in the contract; and</li> <li>- such defects (whether apparent or not) occur within a period of twelve (12) months after the date of delivery; and</li> <li>- DPSA group is notified within seven (7) days of the alleged defect occurring; and</li> <li>- the Purchaser has fulfilled his contractual obligations.</li> </ul> <p><b>12.2 Repair or replacement</b> Where in accordance with 12.1 hereof the Purchaser has notified DPSA Group of an alleged defect they shall, if DPSA Group so requires, promptly, and at their own expense and risk return the defective part(s) to the factory (as specified by DPSA Group) for repair. The removal of the defective part and the installation of any repaired or replacement part shall be performed by the Purchaser at their own expense. Where any defective part(s) has been replaced, such defective part(s) shall become the property of DPSA Group.</p> <p><b>12.3 Limitation of liability</b> DPSA Group warranty shall not cover goods of a consumable nature, or those having a low rated service life such as electric lamps, filters, electronic valves and glass components or where any unauthorised repair or alteration to the Goods has been performed by the Purchaser. The above warranty does not cover or extend to parts, materials or Goods not manufactured by the DPSA Group in which respect the Purchaser shall only be entitled to the benefit of any such warranty or guarantee given to or extended by the original manufacture or third party to DPSA Group.</p>	<p><b>12.4 Exclusions and 'consumer' rights</b> This express Warranty is in lieu of any other rights that would otherwise be conferred on the Purchaser under any Law save that this express Warranty does not exclude any conditions or warranties implied into this contract by the provisions of the Trade Practices Act 1974 or by any other Federal or State Laws to the extent the such condition or warranties may not be excluded by express agreement.</p> <p><b>13. Liability</b></p> <p><b>13.1 Limitation of Liability</b></p> <p>13.1.1 Subject to clauses 12, 13.2 and 14 DPSA Holdings shall not be under any liability whether in contract, tort or otherwise from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, damage or loss, including consequential damage or loss whether to persons or property, arising out of this contract or the Goods supplied pursuant hereto including any defects therein or anything connected herewith or any other work related thereto.</p> <p>13.1.2 DPSA Group shall not in any circumstances whatsoever be liable to the Purchaser for any consequential losses whatsoever.</p> <p><b>13.2 When a Purchaser is a 'consumer'</b> If the basis of a contract is such that the Purchaser is a consumer as defined in the Trade Practices Act or in any other law of the Commonwealth (or of any State or Territory ) of Australia, the Purchaser's right shall be governed by the provisions of the said Act or any such law to the extent that such liability may not be excluded by express agreement and where the Goods to be provided by DPSA Group is not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the liability of DPSA Group for a breach of a condition or warranty implied by the Trade Practices Act 1974 (other than a condition or warranty implied by section 69) shall be limited to the repair of the work, or, at DPSA Groups option, the replacement of the work or the supply of installation of equivalent Goods.</p> <p><b>14. Patents and Design Rights</b></p> <p>14.1 In the event of any claim or claims in respect of any infringement of a Registered Design, Trademark, Copyright or Letters Patent, the specification of which is published prior to the date of the offer relating to any part of the Goods supplied by DPSA Group (other than a part based on a design specified by the Purchaser), DPSA Group will at their expense either replace or modify such part with a non-infringing part or procure for the Purchaser the right to use such a part provided DPSA Group is given the full opportunity to conduct all negotiations in respect of such claim and such claim shall not be accepted by the Purchaser without prior written consent of DPSA Group. In no event shall DPSA Group incur any liability for losses arising from the use of non-use of any infringing part. The Purchaser warrants that any design or instructions furnished or given by him shall not be such as to cause DPSA Group to infringe any Letters Patent, Registered Design, Trademark or Copyright on the execution of the order.</p> <p>14.3 The patent and design rights held by DPSA Group and relating to the Goods offered or supplied by DPSA Group shall remain the absolute property of DPSA Group and DPSA Groups designs and drawings shall not be reproduced or disclosed without DPSA Groups written consent. The purchaser will not, without DPSA Groups previous written consent, copy or allow others to copy any drawings, Goods or part thereof supplied by DPSA Group.</p> <p><b>15. Bankruptcy, Liquidation</b></p> <p>If the Purchaser</p> <ul style="list-style-type: none"> <li>(i) being a person, dies or commits an act of Bankruptcy</li> <li>(ii) being a company, take or shall have taken against it any action for the winding up of the company or the placing of the company under official management or receivership other than for purposes of reconstruction of if a receiver, manager, controller, liquidator, administrator, mortgagee in possession or like officer is appointed over part or all of the Purchaser's assets</li> </ul> <p>then DPSA Group, at its option and without prejudice to any other rights it may have under the contract or at Law, shall give notice in writing to the Purchaser and after fourteen (14) days from such notice may, unless otherwise provided by Law,</p> <ul style="list-style-type: none"> <li>(a) terminate the contract or suspend manufacture or delivery of any Goods outstanding</li> <li>(b) retain any security given or moneys paid by the Purchaser and apply this against the assessed loss and damages incurred by DPSA Group in the performance of the contract.</li> </ul> <p><b>16. Service of Notices</b> For the purpose of service of any document or notice in connection with the offer or contract it shall be sufficient for either party to forward such document or notice by ordinary mail if within Australia or air mail beyond Australia, with appropriate postage prepaid, or by telex, fax, telegram or cable to the last known address of the other party.</p>
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### Conditions of Sale for Equipment

**17. Legal Construction**

In the absence of agreement to the contrary, the contract shall be construed and operate in conformity with the Laws of the state of Queensland which is hereby deemed to be the proper Law of the contract.

**18. Wassenaar Arrangement**

The sale of these Goods is fully conditional upon their end use being in Australia or, should these Goods, be destined for export or re-export then:

- 1) DPSA Group being notified in each case and
- 2) There being no impediments regarding export from Australia imposed by Australian, or other countries export regulations.

Any breach or alleged breach of this condition gives DPSA Group the right (without the need for notice or further explanation) to immediately suspend, postpone or cancel, at its sole discretion, the order or any undelivered portion thereof.

**20. Sub-contracting**

The Supplier reserves the right to sub-contract the manufacture and /or supply of the goods or any part thereof to a third party.

**21. Variation to Terms and Conditions of Sales**

These Terms and Conditions of Sale shall apply between the Supplier and the Purchaser unless otherwise agreed in writing by an authorised officer of the DPSA Group.