

Tristream Propeller Co Pty Ltd
72 Batten Street
North Albury NSW 2640

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E-mail: sales@tristream.com.au
Web: www.tristream.com.au



Tristream Propeller Co.
A U S T R A L I A

Propeller Estimation Form

| | | | |
|----------------------|---|----------------------|------------------------------|
| <input type="text"/> | Date | <input type="text"/> | Gear Box Ratio - forward |
| <input type="text"/> | Client Reference | <input type="text"/> | Gear Box Ratio - reverse |
| <input type="text"/> | Hull Displacement - TONS (fully loaded) | <input type="text"/> | Number of Engines |
| <input type="text"/> | Hull Type | <input type="text"/> | Engine make, model & year |
| <input type="text"/> | LH or RH shaft rotation | <input type="text"/> | Number of Blades |
| <input type="text"/> | Shaft size (inches) | <input type="text"/> | Expected Top Speed |
| <input type="text"/> | Shaft: prop mount type (single strut/A frame/etc) | <input type="text"/> | Expected Cruising Speed |
| <input type="text"/> | Water Line Length - METRES | <input type="text"/> | Existing Propeller Size |
| <input type="text"/> | Maximum Continuous - HP | <input type="text"/> | Existing Propeller Max Speed |
| <input type="text"/> | Maximum rated Engine - RPM | <input type="text"/> | Gear Box Ratio - forward |

Notes:

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Terms & Conditions New Propeller Order

1. Definitions

- (i) 'the Customer' means the party described in the order
- (ii) 'the Goods' means any new propeller that is described in the order.
- (iii) 'the Job' means the new propeller or the repair described in the order.
- (iv) 'the New Propeller Order' means the contract to supply a new propeller.

2. Customer Warranties

- (i) The Customer is entitled to and does hereby appoint the Company as its agent for all purposes in connection with the taking of delivery and possession of the Goods, and control to the extent for carrying out the Job.

3. Payments

- (i) The Customer agrees to make full payment for the Job prior to delivery of the new Goods to the customer.
- (ii) The Customer acknowledges that a 30% deposit is to be paid before an order can be accepted.

The Customer acknowledges that payment will only be received by the following:

- Cheque
- Cash
- Electronic Funds Transfer
- B-Pay

- (iii) If a Goods and Services Tax is imposed or payable in respect of the Goods or the supply of Goods and services by Tristream Propeller Co Pty Ltd in connection with the order and is regarded as a taxable supply, then the following apply:

- The order states (where GST applies) the amount and the breakdown of such charges

Provided Tristream Propeller Co Pty Ltd delivers a tax invoice to the Customer in respect of the supply of the Job by Tristream Propeller Co Pty Ltd then any Goods and Services Tax payable in respect of the Job is payable by the Customer to Tristream Propeller Co Pty Ltd on demand.

- (iv) Tristream Propeller Co Pty Ltd may at its option arrange suitable storage of the Goods at its premises or elsewhere and all costs of or incidental to such storage will be incurred by the Customer who, on demand, must pay to Tristream Propeller Co Pty Ltd all costs of storage, insurance, handling and all other charges incidental to such storage.
- (v) The Customer agrees to pay the Tristream Propeller Co Pty Ltd's reasonable storage charges if after 14 days after notification to the Customer that the Job has been collected or delivery has not been arranged by the customer.

4. Loss or Damage

- (i) Notwithstanding any other provisions herein, the Company will not be liable to the Customer for any loss of profit arising nor will it be liable whether in contract otherwise for any injury, damage or loss and its liability if any, will be limited to the repair.

5. Title

- (i) The title of the Goods will not pass to the Customer until payment in full has been made to Tristream Propeller Co Pty Ltd, and the title of the Goods remains solely with Tristream Propeller Co Pty Ltd until such payment is made.
- (ii) Calculations are based on the information supplied by the Customer. The propeller/s is therefore supplied in good faith; however Tristream Propeller Co Pty Ltd does not accept responsibility for inaccuracies, omissions or performance.
- (iii) If a propeller/s, size change/modification is required after the first sea trial a discounted charge will be discussed at that time to carry out the work, Tristream Propeller Co Pty Ltd will not be liable for vessel lifting or hard stand costs throughout the duration of the propeller size change/modification process.

The Customer agrees that this contract is entered into in the State of New South Wales and the Courts of New South Wales shall have exclusive jurisdiction in the event of a dispute arising out of this contract.

In the event of default in the Customers obligation under these terms and conditions or if any event occurs by which Tristream Propeller Co Pty Ltd may be entitled to determine this contract, them without prejudice to any rights which Tristream Propeller Co Pty Ltd may have.

I hereby acknowledge that I have read and accept the standard terms and conditions of your New Propeller Order and agree to abide by same for all future dealings with your firm unless varied by mutual agreement.

Signature: _____

Printed Name: _____

Date: _____