

April 27, 2006

TERMS AND CONDITIONS OF SALE

- **GENERAL:** The quotation and proposal including any technical data contained therein, is furnished by Rojone Pty. Limited (hereinafter called Seller) solely for the exclusive use of the Purchaser and on the condition that the information contained therein will not be distributed to any other party by the Purchaser. Further more, the Seller hereby reserves the right not to disclose to the Purchaser any technical data developed exclusively at the Seller's expense, either in conjunction with the proposed work or with any other prior contract.
- **PRICES:** All prices are F.O.B. Ingleburn NSW Sydney Australia, and are subject to change without notice at any time prior to formal acknowledgement of order by seller. These prices supersede all previous prices. Prices do not include taxes, freight, or insurance, unless otherwise stated on our quotations.
- **TAXES:** Any tax, duty, or other charges how or hereafter levied upon the sale, use, or shipment of material and equipment ordered or sold is not included in Seller's price and will be charged to and paid for by the Purchaser.
- **DELIVERY:** Shipment date is estimated and is subject to change due to causes not under the Seller's control, including but not limited to strikes and other labour difficulties, material shortages, fires, accidents, orders or requests of government authorities and delays of subcontractors. Seller shall have no liability for loss or damage resulting from delay in a scheduled delivery. In no circumstance shall the Seller have any liability for loss of use or for any incidental or consequential damages due to change of delivery schedule.
- **ACCEPTANCE:** Acceptance of this offer is expressly limited to the exact terms contained herein. If the Purchaser's order form is used for acceptance of this order, it is expressly understood and agreed that the terms and conditions of such order form shall not apply unless agreed to by the seller in writing.
- **CANCELLATION/TERMINATION:** Purchase order may be terminated or cancelled by Purchaser only with the express consent of Seller. Purchaser shall pay Seller's the actual costs and expenses for work in process and materials committed and a reasonable profit thereon. Seller may cancel purchase order without penalty. If purchaser fails to comply with terms and conditions of order or becomes bankrupt or insolvent, Seller assumes no responsibility for cost of reprourement by Purchaser.

- **WARRANTY:** Seller warrants each of its products to be free from defects in materials and workmanship. The limit of liability under this warranty is to repair or replace any products or parts thereof which shall within one year after delivery to the original user be returned, shipping costs prepaid and insured to Seller, and which shall have been found to be defective upon examination by Seller. This warranty shall be limited to the repair or replacement of Seller's products and shall not extend to any incidental or consequential damages there from. Disassembly of any product by anyone other than an authorized representative of the Seller voids the obligations to repair or replace any products so disassembled. In addition, Seller assumes no responsibility for goods returned without Seller's written authorization.
- **LIMITATION OF LIABILITY:** In no event shall Seller or its suppliers be liable by the Purchaser or any third party in contract, lot (including negligence), warranty or otherwise for any special, indirect, incidental, or consequential damages. Seller's liability will be limited to repair, replacement, or issuance of a credit for the purchase price at the Seller's option. Purchaser agrees to indemnify Seller for all costs in connection with such claims. The remedies of Purchaser set forth in this order shall be exclusive.
- **RISK OF LOSS OR DAMAGE:** Risk or loss of, or damages to, the furnished equipment, or any other portion thereof, from any cause whatever shall pass to the Purchaser upon delivery of the equipment or any portion thereof, to the carrier F.O.B. point of shipment. Seller shall not be responsible for loss or damage, including loss or damage in transit, when the risk lies with the Seller, unless the delivered equipment is checked against the bill of lading and Seller's shipping list immediately upon arrival and any claims are promptly reported in writing ten (10) days of receipt of goods.
- **TERMS OF PAYMENTS:** The terms of payment are net thirty (30) days after each shipment. Partial shipments may be made at Seller's option and each such shipment is subject to immediate invoicing. Ownership of goods delivered shall pass from the Vendor to the Purchaser when Vendor has received payment in full. If payment is not made within 14 days of final notice in writing, the Vendor shall, without prejudice to any other remedies, be entitled to enter the premises where the goods are situated and re-take possession of the goods. Until such time as payment in full has been received by the Vendor, the Purchaser shall be in fiduciary relationship with the Vendor and shall be a bailee only of the goods.
- **INSPECTION:** Inspections and/or tests to be witnessed by Purchaser or its designated Representative(s) shall be specified at time of order placement. If no inspections are specified, Seller may proceed with tests and/or shipment in accordance with Seller's standard practices. Seller does not assume costs for disassembly for inspection purposes should the Purchaser's inspector not arrive within the specified testing time.
- **DRAWINGS AND PROCEDURES:** The Purchaser shall promptly furnish Seller with all data that has been reviewed for full operating conditions, information, instructions, procedures, and drawings requisite to the execution to the order requirements. Seller shall furnish purchaser the outlining drawings only for the products as necessary. The above mentioned documents shall be furnished in accordance with the order requirements. Where required, Purchaser shall promptly return one (1) set of those documents marked with his approval.

- **EXCHANGE:** For imported products, quotation is based on the exchange rate ruling at the date tender, any variations will be to Purchaser's account.
- **RETURN OF GOODS:** Under no circumstances will indent or non-standard stock items be accepted back for credit. Standard stock items will be accepted back for credit only if prior arrangements are made within seven (7) days of delivery & we reserve the right to impose restocking fee.
- **VALIDITY:** Quotations are open for acceptance for 60 days, after which time they are subject to written confirmation, unless otherwise stated or our formal quotation.
- **MINIMUM QUANTITIES:** Minimum selling quantities or selling values apply to some products & we shall not be bound to sell in lesser or broken lots. We also reserve the right to apply a service surcharge for low value orders.