

NABCON PTY. LTD. - CONDITIONS OF SALE

GENERAL

The customer acknowledges that Nabcon Pty. Ltd. is not bound by any variation to these conditions unless recorded in writing, signed by a duly authorised officer of Nabcon Pty. Ltd. All verbal and telephone orders must be accompanied by written confirmation within 48 hours of date of order. Production or delivery errors as a result of verbal orders will be charged to the customer. The quotation to which this schedule is attached is valid for acceptance for a period of thirty days, unless otherwise noted, from the date thereon, after which period the right to re-quote is reserved. Unless otherwise specifically stated in writing, all drawings, specifications, sketches, catalogues, etc., are for information only and the information therein is not binding. Certified drawings will be made available on request, after order confirmation. No contractual obligation in respect of the quotation to which this schedule is attached shall arise until the purchaser shall have sent to Nabcon Pty. Ltd. a written order for the goods specified in the quotation and Nabcon Pty. Ltd., shall have despatched to the purchaser's address a written notification of their acceptance of the order. Until such notification is despatched, Nabcon Pty. Ltd. may without incurring any liability, revise or withdraw the quotation. In the absence of written insurance instructions from the purchaser, Nabcon Pty. Ltd. reserve the right to insure the goods at the purchaser's cost while in transit between their store and the nominated point of delivery, if this be other than ex Nabcon Pty. Ltd. Where the importation of the goods is authorised by a Government authority or is entered under Customs security for a specific purpose, the purchaser undertakes to ensure that the goods will be used in strict accordance with such permission or security.

PRICES

Prices are strictly net of all sales taxes, customs or excise duties and other charges or fees levied in respect of the sale or delivery of the products unless otherwise stated. Specifications and information received after the customer's receipt of the quotation and or Nabcon's receipt of the confirmation order, that were not referred to in Nabcon's quotation, may be subject to price variation.

PROPERTY AND RISK

Notwithstanding delivery of the products or their installation, property in the products will remain with NABCON until the price of those products has been paid in full to Nabcon Pty. Ltd..

RETURNS

No products will be returned by the customer without express written approval of Nabcon Pty. Ltd. All unapproved returns will be refused and returned to the customer at its expense.

LIMITATION OF LIABILITY

These conditions do not exclude, restrict or modify the application of any provisions of any Commonwealth, State or Territorial law which by law cannot be excluded, restricted or modified. Unless otherwise expressly provided in these conditions, Nabcon Pty. Ltd. will not be liable or responsible for any loss, damage, injury to property or persons (including but not limited to loss of profits, business, use of facilities or other direct, indirect, special, consequential or incidental damages) resulting from arising out of or in connection with the construction, acquisition, delivery, re-supply, installation, commissioning, testing, use, possessioning or burn-out of the products irrespective of Nabcon Pty. Ltd., its servants or agents or any other cause whatsoever. All terms, conditions and warrants that the products will correspond with their description, will correspond with any sample, will be of merchantable quality or will be reasonably fit for any purpose expressed or implied, directly or indirectly, by common law or any Federal, State or Territorial laws are hereby excluded.

GOODS & SERVICES TAX (GST)

The prices quoted do not include Goods & Services Tax (GST), which must be added if applicable and do not include Import Duty unless this is specifically stated in writing. Prices quoted are based

on rates of overseas exchange, Import Duty applicable, insurance, inland and overseas freights, etc., ruling at the quotation date. Variation in these rates are to buyer's account, the final purchase price being increased or decreased by the amount of the increase or decrease of the cost of the goods into store, or to the nominated point of delivery.

DELIVERY

Delivery times stated are estimates made in good faith and Nabcon Pty. Ltd. cannot be held responsible for any delay or non-delivery arising from strikes, lock-outs, accidents, war or apprehension of war, force-majeure, restraints by Government officials, or any other circumstance beyond the direct control of Nabcon Pty. Ltd. Nabcon Pty. Ltd. shall be under no liability to the purchaser by reason of any delay so caused.

WARRANTY

The goods covered by the quotation to which this quotation is attached are warranted and guaranteed to the extent and on the terms of the standard warranty or guarantee terms of the manufacturer and are not otherwise warranted or guaranteed in any way whatsoever. Nabcon Pty. Ltd. shall not be liable for any loss and/or damage resulting from unsuitable materials, bad workmanship or design and all warranties and conditions implied by a Common Law statute are hereby expressly excluded. The liability of Nabcon Pty. Ltd. shall cease after delivery to the delivery nominated.

EXCUSABLE DELAYS

Nabcon Pty. Ltd. will not be liable for any failure or delay to manufacture, supply or delivery of the products where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of Nabcon Pty. Ltd. including, but not limited to, war, strikes, lock outs, industrial disputes, government restrictions or intervention, transport delays, fire, flood, winds, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

GOVERNING LAW

These conditions will be governed by and construed in accordance with the laws of the State of New South Wales.

TERMS OF PAYMENT

Time of payment shall be of the essence of the Contract. If payment is not made by the due date, Nabcon Pty. Ltd. shall without prejudice to any other remedy be entitled to interest on any outstanding balance charged at one and one half per cent (1.5%) per month. If the Customer delays making payment under the term of the Contract, Nabcon Pty. Ltd. may, without prejudice to another remedy, suspend work or delivery until such payment is made and Nabcon Pty. Ltd. shall be entitled to increase the Contract price to cover any extra expense incurred thereby. Unless otherwise stated in writing, payment for all goods or services shall be nett cash on delivery of goods or completion of services.

RETURNS

All credits granted will be reduced by a 10% handling charge unless otherwise agreed. No goods will be accepted for credit after 30 days from date of invoice unless Nabcon Pty. Ltd.'s prior approval is obtained.

VALIDITY

We advise this offer is valid for a period of 30 days from date of this letter. After this time all prices and tender comments must be re-validated in writing by this office.

REF: F:\Quotes\Nabcon Terms & Conditions Of Sale.Docx
13/08/2007