

All goods and services purchased from the Company and any of its divisions are sold subject to the following terms and conditions of sale and these terms and conditions of sale shall prevail notwithstanding any other document, terms and conditions and/or anything else expressed or implied, except a written agreement signed by the Customer and the Company, and except Conditions of Quotation and confirmation of Orders as made for Project Specific's by the Company and Novaplas Architectural Products Pty Ltd "the Company" ABN 84 126 252 828 only for such terms as are implied by or under any law and which cannot be excluded.

Definitions: In this Standard Terms and Conditions document A) "Customer" means the business (or individual) entity using this commercial credit facility to Purchase the goods and services offered by Novaplas Architectural Products Pty Ltd (N.A.P) B) Standard Terms and Conditions of Sale means the N.A.P basis of sale, quotation and is applicable to the "Customer". C) "the Company" or "N.A.P" means the supplier of goods and or services being Novaplas Architectural Products Pty Ltd ABN 84 126 252 828 D) "Day" means calendar day E) "Hour" means in this document time between 9am to 5pm Monday to Friday inclusive. F) "Payments" means funds cleared in the companies account G) "Price", "Quotation", "Estimates" are in monies of Australian Dollars and unless written otherwise amounts are exclusive of G.S.T.

1. Price and Goods and Services Tax (GST)

Prices are subject to alteration without notice and all goods will be charged at the price at time of delivery. It is a condition of sale that no transfer of any rights either copyright or patented shall be included or deemed to be included in the price paid or agreed to be paid for any article, drawing, design or prototype whether or not such price includes a figure for design or production and all persons are warned that any unauthorised use or sale of such article, drawing, design or prototype may constitute an infringement giving rise to an action for damages.

2. Payment

- (i) Payment for goods purchased from the Company shall be made on or before delivery or in the case of Customers who have an account with the Company within 30 days from the end of the month of delivery.
- (ii) The Customer shall not be entitled to retain any money owing to the Company notwithstanding any default or alleged default by the Company including the supply of defective or allegedly defective goods or delay or alleged delay in supply.
- (iii) If payment is not made on time, the Customer shall pay interest to the Company on any amount owing at the rate of 3% above Commonwealth Bank of Australia Business Overdraft Indicator Lending rate.
- (iv) A certificate signed by a responsible officer of the Company shall be prima facie evidence of the amount owed to the Company at the date of such certificate.
- (v) The Customer will pay to the Company without deduction or set-off all moneys owing to the Company.
- (vi) The Company shall be entitled at any time to set-off any moneys then or contingently owed to the Company by the Customer against any debt the Company owes to the Customer.

3. Default

If the Customer defaults in any payment, or if in the opinion of the Company is unlikely to be able to meet its liability as it falls due then the Company may at its option:

- (i) require payment forthwith of all amounts owing by the Customer to the Company, whether or not such amounts are then due for payment including with out limitation, all interest, administration and collection charges and all legal costs and any payment by the Customer shall be first applied to such charges and costs;
- (ii) charge full list price for goods supplied without allowing discount.
- (iii) Terminate any contract or contracts in relation to goods which have not been delivered.
- (iv) Repossess any goods delivered to the Customer, payment for which has not been received.

4. Reservation of Title

- (i) Property in any goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until the full purchase price for all goods supplied is received by the Company from the Customer.
- (ii) Risk in the goods shall pass to the Customer upon delivery to the Customer or its agent.
- (iii) The Customer acknowledges that until payment in full to the Company for all goods supplied to the Customer by the Company, the Customer shall hold the goods as bailee for Company and that the Customer has fiduciary duty to the Company
- (iv) The Customer irrevocably authorises the Company to repossess any goods supplied by the Company to the Customer, without any notice if the Customer fails to make any payment when it is due or if in the opinion of the Company the payment of any amount in respect of goods supplied by the Company is in jeopardy or the Customer commences to be wound up or is placed in administration or under official management or into liquidation or suffers a receiver an/or manager to be appointed in respect of any assets. The Customer in consideration of credit being given irrevocably authorises the Company to enter onto any land on which the goods are left and to which the Customer has a right of entry, to enter thereon and remove goods.
- (v) When the Company retakes possession of goods pursuant to its rights hereunder the contract for sale between the Company and the Customer is thereby terminated and the Company has the right to resell such repossessed goods.
- (vi) Any moneys received by the Customer in payment in part or in full for the goods supplied by the Company to the Customer shall be held by the Customer in trust for the benefit of the Company and payable to the Company until the Customer has paid for all goods supplied to the Customer by the Company.
- (vii) The Customer will prior to attaching any goods onto any building notify the owner of the building that such goods are subject to this reservation of title clause, except only as provided by law.
- (viii) The Customer releases and indemnities the Company and its servants or agents from all claims for loss or damage caused by the Company or its servants or agents in enforcing or attempting to enforce its rights under this clause 4.

5. Caveat

The Customer hereby charges in favour of the Company as security for the Customer's obligations to the Company, all right title and interest in any land held now by the Customer alone or jointing with anyone or acquired by the Customer at any time hereafter. If the Customer defaults in payment of any amount owed to the Company, the Customer specifically authorises the Company to lodge a caveat against any dealings with any such property and appoints the Company to be the Customer's Attorney for this purpose.

6. Telephone Orders

Telephone orders must be confirmed in writing marked "Confirmation Only", promptly and no later than 24 hours after placing of the telephone order by the Customer. Should there be any discrepancy between the order on telephone as recorded by the Company and the confirmation in writing by the Customer, the Company's record of telephone order shall prevail unless the Company expressly agrees in writing to vary the order placed by the Customer on telephone.

7. Cancellations

Once an order has been accepted by the Company, the Customer can only cancel, vary or suspend the order (whether in whole or in part) upon the following conditions:

- (i) No cancellation, variation or suspension will be effective or recognised unless, and only to the extent, that the Company agrees in writing to such cancellation, variation or suspension;
- (ii) The Customer agrees to accept delivery of all goods held by and all goods in transit to the Company in respect of such order.
- (iii) The Customer agrees to pay all costs, expenses and liabilities incurred by the Company in consequence of the cancellation, variation or suspension of the order and accept consequential delay.

8. Limitation of Liability

(i) The Company may compute an estimate of dimensions and quantities of goods based on plans or other information given by or on behalf of the Customer. The Company does not accept any liability as to the correct computation of any such estimate and the estimate is provided to the Customer as indicative only and the Company is not responsible for any mistakes in the estimate. The Customer undertakes to check any such estimate and in any event accepts full responsibility for the dimensions and quantities of goods ordered as independently computed by the Customer without relying on the estimate.

(ii) The Customer warrants to the Company that it will not rely on representations made and/or advice given by the Company or its employees in connection with the design, deliver times, dimension, installation or use of goods sold and agrees that the Company shall not be liable for the consequences of any mistakes in such representation or advice whether made or given innocently, deliberately and/or negligently.

(iii) It is a condition of sale that any description or specification given by the Company or in printed literature of the Company is for general indicative purposes only and does not render the Company responsible howsoever and whatsoever except to the extent that the goods shall comply with the standards set out in such description or specification and that such description or specification shall not be taken as implying or giving any undertaking as to fitness for any particular purpose.

(iv) If the goods are required for a particular purpose, the Customer must clearly specify that purpose in writing in the order placed with the Company and obtain written assurance from the Company that the goods when supplied will meet that requirement. If the Customer does not specify the particular purpose and the Company does not expressly undertake in writing that the goods will be fit for the specified purpose, then the Customer agrees that it did not rely on the skill or judgement of the Company in relation to the suitability of the goods for a particular purpose.

(v) The Company shall not be liable for delay in delivery of the goods or delivery of part(s) of the goods in instalment due to any cause whatsoever. The Customer shall not be relieved from any obligation to accept or pay for goods by reason of any delay in or the instalment delivery of the goods. Notwithstanding anything in no event shall the Company be responsible for any loss of profits, penalties, disruption, expenditure and/or damages incurred and/or sustained by the Customer due directly or indirectly because of any delay in or the instalment delivery of the goods.

(vi) Any complaint by the Customer for failure to deliver, delayed delivery, short delivery, supply of incorrect and/or faulty goods must be made in writing by fax to the Company, within 8 business hours of the agreed or reasonably expected time at which the Company failed to deliver such goods and/or any of the occurrences specified in this paragraph. If the Customer desires to make a claim whatsoever against the Company in respect of any such failure and/or occurrences, the Customer must notify the Company of such claim and its particulars in writing three business days of the failure to deliver and/or of any of the occurrences. The Customer waives, forgoes, abandons and forgives forever any claim whatsoever the Customer may have against the Company unless it has strictly complied with the preceding notification requirements for the complaint and the claim.

(vii) Any goods returned by the Customer will be held and/or disposed of by the Company on behalf of the Customer unless the return of the goods is preceded by the complaint and the claim in writing as specified in the preceding paragraph. The Customer must facilitate the inspection of the goods by the Company representative prior to return. The acceptance of any returned goods shall not imply any acceptance by the Company of the Customer's claim

(ix) If the goods are delivered by the Company to the Customer in a damaged state, the Customer must request the Company in writing for their replacement within 8 hours of the delivery of the damaged goods and the Customer must at the time of the delivery, specify in the delivery docket to be given to the deliverer that the goods are damaged and describe in the delivery docket the nature and extent of the damage.

Customer should notify the Company within 30 minutes of discover that goods have arrived damaged.

(x) Any claim, whatsoever against the Company arising in contract or otherwise howsoever and whether directly or indirectly from the sale and delivery of goods including without limitation for failure to deliver, delayed delivery, short delivery, supply of incorrect goods and/or faulty goods shall be limited to the price of the goods which was agreed by the Customer and the Company or in the absence of such agreement reasonable price therefore confined to the quantity of the goods required to be delivered on the occasion by reference to which the claim arises.

(xi) The Customer will indemnify the Company for any claims whatsoever and howsoever made by a third party against the Company for any default of the Company in relation to or directly or indirectly arising from any contract and/or arrangement made between the Company and the Customer.

9. Delivery

- (i) Unless agreed otherwise in writing prior to delivery, unloading of goods shall be the Customer's responsibility and the Company will not be responsible for any damage resulting from the unloading of the goods by the Customer or by anyone on its behalf, or by the Company's employee or agent
- (ii) The Customer shall indemnify the Company from any claim whatsoever resulting from the Customer, its employee or agent loading goods supplied by the Company on any vehicle or unloading goods supplied by the Company from any vehicle
- (iii) Where goods are delivered to a particular site the goods will be entirely at the Customer's risk when delivered.
- (iv) A quantity, description, date, time and place of delivery as shown on the Company's invoice or delivery docket shall be conclusive evidence of quantity, description, date, time and place of delivery of such good.
- (v) If the site is unattended goods will be unloaded on the site or if the site is not accessible as close to the site as is practicable and the delivery docket/manifest signed by the cartage contractor or the driver for the Company that the goods were delivered accordingly shall be conclusive evidence of due delivery of the goods.
- (vi) The Company if requested to enter a property accepts no responsibility for any damage caused by the Company or its agent.
- (vii) A standard delivery charge as published by the Company from time to time in its price list will apply.
- (viii) Where trucks are held on site for more than 15 minutes additional costs will apply.
- (ix) Deferred delivery of goods already manufactured for the Customer will incur storage charge of 0.5% per week of invoice value and will be invoiced on initial agreed delivery date.

10. Privacy

- (i) N.A.P hereby advises that, pursuant to s. 48E (8) of the Privacy Act 1988, information disclosed in the course of this credit application may be disclosed in the course of this credit application may be disclosed to a credit reporting agency. I/We hereby acknowledge that advice and agree to the disclosure of that information in accordance with the provisions of the Act.
- (ii) Pursuant to ss. 18K (1) and 18N (1) of the Privacy Act 1988, and paragraph 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of the Act, I/We hereby agree to N.A.P obtaining personal information from a credit reporting agency or credit provider for the purpose of assessing this application for commercial credit (including information as to credit worthiness); and agree to that agency or provider providing that information to N.A.P for that purpose; and agree to N.A.P using that information, pursuant to the terms of that Act. Such agreement shall continue for the life of the commercial credit agreement to which this application may lead. I/We further agree to the obtaining from, and provision by, such agency or provider of further credit reports.
- (iii) I/We hereby authorise N.A.P to report any overdue payments under the commercial credit agreement to which this application may give rise to other credit providers or credit reporting agencies pursuant to the terms of the Privacy Act 1988 and the Credit Reporting Code of Conduct.
- (iv) Except as authorised above, N.A.P hereby undertakes to provide personal information acquired in connection with this application for commercial credit (whether acquired from the applicant, a credit reporting agency or a credit provider) to other persons (including a credit reporting agency, another credit provider or the applicant's agency) only if that disclosure is authorised by the applicant pursuant to, or is otherwise permitted under, the Privacy Act 1988 or Credit Reporting Code of Conduct.
- (v) In the event that this Application for Credit is approved, it is agreed unconditionally that such credit is extended to the party or parties named in the said application and that the said party or parties will be responsible for any debt incurred under this agreement. The obligation will continue notwithstanding any change in the constitution of the trust or partnership comprised in this application.
- (vi) I/We hereby undertake to advise N.A.P by certified or registered mail of any change in constitution or ownership at the time when such change occurs. Further, I/We accept that where such changes occur N.A.P will require that a new application for credit facilities will be sought and considered and I/We will sign such documents and do all acts and things appropriate to such new application for credit facilities.
- (vii) I/We hereby undertake to be bound by any attached General Terms and Conditions of Supply.
- (viii) I/We undertake to advise N.A.P in writing within seven days of any change in the particulars listed in this application.
- (ix) I/We agree that if the applicant is a trustee the trust will indemnify the trustee, for any indebtedness to N.A.P.

11. Applicable Law

These general terms and conditions and every contract of sale which they are incorporated shall be governed by and interpreted according to the laws of the State of Western Australia. Effective as of 1st of January 2006.

12. General

Any correspondence, quotation and trading, purchase orders are deemed as based on the terms and conditions of sale contained in this document. The use by Customer of information provided in any form (by Novaplas Architectural Products Pty Ltd) whether price or product description or quantities is deemed confirmation of acceptance of these terms and conditions on this document as over ruling all other customers terms of order, head of contract and other. (Unless otherwise agreed in writing by partners of the Company and the Customer). A quotation should not be constructed to an obligation to sell or that an account management is valid. No Contractual Relationship shall arise until the purchasers written order has been accepted by the Company.