TERMS OF SALE

1. Payment of Purchase Price

The Buyer must pay to the Seller the Purchase Price for all purchases made by the Buyer under this Deed strictly within 30 days after issue of the tax invoice by the Seller without set off counter claim or withholding or deductions.

2. Delivery

(a) The Seller will use all reasonable endeavours to fill the Buyer's orders and to deliver the Products to the Buyer in accordance with the Purchase Orders accepted by the Seller.

(b) The Seller must ensure timely delivery of the Products to the Buyer.

(c) The Buyer will be responsible for all delivery costs including freight and insurance.

3. Title and Risk

(a) Title to the Products ordered by the Buyer will pass to the Buyer on the earlier of:

(i) payment in full of the Purchase Price for the Products; and

(ii) application of the Products by the Buyer.

(b) Risk of loss of the Products ordered by the Buyer will pass to the Buyer upon the Seller delivering such Products into the custody of a carrier for delivery to the Buyer. The Seller will in no event have any responsibility for any damage caused to the Products during shipment, or thereafter, and it shall be the sole responsibility of the Buyer to file any appropriate claims with the shipment carrier or the Buyer's insurance carrier.

4. Seller Warranty

The Seller warrants that:

(a) the Products have substantially the functional capabilities described in the Documentation;

(b) the Products are beneficially owned by the Seller;

(c) the Products are safe for use by and will have no harmful effects if used strictly in accordance with the Documentation and any relevant specifications; and

(d) the Products will not infringe the intellectual property rights of any third party.

5. Liability Exclusion

Without limiting the warranty in Clause 4 and to the extent permitted by Applicable Law, all warranties, conditions and representations, whether express or implied by law relating to the Products are excluded, including, but not limited to, warranties, conditions and representations relating to performance, quality, suitability, merchantability and fitness for a particular purpose.

6. Indemnity by Buyer

The Buyer must indemnify, and keep the Seller indemnified against all loss, damage, expense, costs (including but not limited to court and legal costs on a solicitor and own client basis) of any kind whatsoever and any claim or action against the Seller or their officers employees or agents resulting from or arising out of:

(a) any breach of any of these terms of sale by the Buyer; or

(b) any negligence or wilful act of the Buyer or any of its officers, employees or agents.

7. Limitation of Liability

(a) To the extent permitted by Applicable Law, the Seller limits its liability to the Buyer for breach of warranties in relation to the Products which cannot be excluded by law is at the Seller's option to either:

(i) the re-supply of any Products;

(ii) the cost of re-supply of any Products; or

(iii) the refund of any amounts paid by the Buyer in respect of any Products.

(b) In no event shall the Seller be liable in contract, tort or otherwise to the Buyer in respect of indirect, special or consequential loss or damages from claims, demands, causes of action or proceedings of any nature arising out of the performance by the Seller of its rights and obligations under these terms of sale.

8. Definitions

In these Terms of Sale

"Applicable Law" means all legislation, regulations, by-laws, decrees, governmental and semi-governmental determinations and court orders having the force of law in the Territory;

"Buyer" means the buyer of the Products.

"Documentation" means any brand manuals, operating manuals, documentation and other material about the operation, installation, use, care, service, marketing, support and maintenance of the Products, as modified and adapted by the Seller from time to time;

"Products" means the products agreed to be sold by the Seller and to the Buyer;

"Purchase Price" means the purchase price for the Products payable by Buyer to the Seller.

"Seller" means the seller of the Products.