

TERMS AND CONDITIONS OF SALE

1. General.

The following terms and conditions of sale ("T&C") shall be the only terms applicable to any contract for sale between the seller entity named on the respective purchase order or acknowledgment ("Seller") and Buyer. Any terms and conditions in any of Buyer's other documents that vary or are inconsistent with or add to these T&C are not acceptable and shall not be binding upon Seller without Seller's express written consent even though there may have been acknowledgment, if work has commenced or the items ordered have been shipped. The respective contract and these T&C may only be amended in writing by way of a document signed by both parties and they shall constitute the total agreement between the parties. All proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or concurrent to the respective contract shall not be included or constitute part of the respective contract.

2. Acceptance and Price.

Quotations are valid for thirty (30) days unless extended in writing by Seller. A contract shall only become effective upon Seller's order confirmation. Prices are Ex Works, as that term is defined in Incoterms 2010 and do not include packaging, sales tax, use, excise, VAT, GST, or other charges attributable to the sale. Total prices on invoices may differ slightly, as price records for electronic calculation may either be on a "list and discount" or on a net basis.

3. Shipment and Delivery. Title transfer.

All shipments are Ex Works Seller's premises (plant, warehouse or other point of sale), unless otherwise agreed to in writing. Delivery dates are approximate, not guaranteed, and are always quoted on the basis that the products offered have not been otherwise sold before the receipt of Buyer's acceptance by Seller. Products are deemed delivered on the day the shipment is made available to the carrier ("Delivery Date"). Any risk of loss or damage passes onto Buyer therefrom. Any order request outside of normal lead times may be subject to expedite fee. Seller reserves the right to make partial deliveries, unless a customer specific agreement to the contrary is fixed in the contract. Upon delivery, Buyer shall immediately inspect products and notify in writing on any detected defects. If no such notification is given within three (3) days after delivery, products are deemed to be delivered without defect and accepted as is by Buyer.

Title to the products shall pass to the Buyer upon Delivery.

4. Force Majeure.

In case of force majeure or other circumstances beyond Seller's control, including, but not limited to, acts of government, natural disaster, war, civil or labour unrest, fires, floods, explosions, energy shortages, strikes or unavailability or reduced availability of supply at its usual source, Seller's obligations shall be extended for the duration of such circumstances. Seller agrees to inform Buyer within 48 hours about any such event that delays Seller's performance under the contract. If completion of the product, however, is prevented by such circumstances for more than six (6) months, Seller shall have the right to terminate the contract. An event of force majeure will not relieve Buyer's obligation to pay an invoice within the period set out in clause 15.

5. Cancellation and Revision.

Unless otherwise agreed to in writing, no order which has been accepted by Seller may be cancelled, varied or suspended by Buyer, except on the terms that Buyer shall indemnify Seller in full against all losses (including loss of profit), costs (including the costs of all labour and material used and ordered before cancellation or variation), damages, charges and expenses borne by Seller as a result of the cancellation, variation or suspension. In addition to the losses evidenced by Seller, a handling fee of two per cent (2%) of the order value, at least 500 AUD, shall be immediately due by the Buyer for each cancellation or suspension of an order (**Finance Charge**). Buyer acknowledges that the Finance Charge is a genuine pre-estimate of the loss suffered, and administrative cost incurred, by Seller as a result of Buyer's cancellation or suspension of an order.

6. Intellectual Property.

Seller shall defend and hold Buyer harmless against claims of infringement of intellectual property rights, including patents and trademarks of third parties, provided such claims are based exclusively on infringement by products designed and manufactured by Seller and not based on the use of the products in combination with products manufactured by others. Seller must be notified in writing and must be authorized to defend such claims or, alternatively, at its own discretion to obtain a license for Buyer or substitute a non-infringing equivalent product. In no event shall Seller's total liability to Buyer

exceed the purchase price of the product. Buyer shall hold Seller harmless against claims of infringement of intellectual property rights, including patents and trademarks, relating to drawings, calculations, descriptions or instructions provided by Buyer.

7. Product Safety and Safety Devices.

Products designed and manufactured by Seller are capable of being used in a safe manner, but Seller does not warrant their safety under all circumstances. Products are provided with only those safety devices identified in the respective product description (or manual). IT IS BUYER'S RESPONSIBILITY TO FURNISH THE APPROPRIATE GUARDS AND TO INSTALL AND USE THE PRODUCTS IN A SAFE MANNER IN COMPLIANCE WITH INSTRUCTIONS OF USE, APPLICABLE HEALTH AND SAFETY REGULATIONS AND LAWS AND GENERAL STANDARDS OF REASONABLE CARE. IF BUYER FAILS TO DO SO, BUYER SHALL INDEMNIFY SELLER FROM ANY LOSS, COST, EXPENSE INCURRED BY OR ACTION OR CAUSE OF ACTION BROUGHT AGAINST SELLER RESULTING FROM SUCH FAILURE.

8. Designs, Dimensions and Weights.

Due to normal product changes, the designs, dimensions, materials, components and weights shown in printed and electronic catalogues are subject to variation. If complete accuracy and/or compliance is required for an application, Buyer must request additional information or certification from Seller who, in such case, shall be entitled to rescind the offer he has made to Buyer. In such event, neither Party shall have the right to claim for compensation of losses.

9. Manufacturing Devices and Technical Information.

Unless otherwise expressly agreed to in writing by Seller, all manufacturing devices, design data and other technical information relating to an order shall remain Seller's property. Buyer's patterns/tooling in Seller's possession are held at Buyer's risk and not covered by Seller's insurance.

10. Warranty.

Seller warrants that its products (i) conform to the agreed specifications, and (ii) are free from defects in material and workmanship for one year from the date of shipment. Should a warranted product fail to conform to these warranties within the warranty period, Buyer must promptly notify Seller in writing. Seller will, at its discretion and at no charge to the Buyer (i) repair the product; (ii) replace the product; or (iii) offer a full refund of that portion of the purchase price allocable to the non-conforming product. These remedies are the exclusive remedies for breach of warranty.

Nothing in these T&Cs is intended to limit or exclude any remedies available to Buyer under the Australian consumer law (**ACL**) provisions of the *Competition and Consumer Act 2010* (Cth). To the maximum extent permitted by law, Seller's liability for a failure to comply with a consumer guarantee under the ACL is limited at the Seller's option to the (i) repair; (ii) replacement or supply of equivalent products; or (iii) payment of cost of replacing or repairing the products.

11. What Is Not Covered by this Warranty.

No representative of Seller has authority to waive, alter, vary or add to the terms hereof without prior written approval of an officer of Seller. Seller does not warrant any defects in, damage to, or failure of products caused by: (i) normal wear and tear; (ii) failure to provide suitable installation environment; (iii) use for purposes other than those for which designed, or other inappropriate, improper or excessive use; (iv) unauthorized attachments, modifications or disassembly; (v) use outside the specified technical data and without regards to the instructions of use published by Seller; or (vi) damage during shipping or accidents. Buyer's care in selection, adequate testing at time of installation and proper installation, operation and maintenance of all products is required for adequate performance.

12. Disclaimer of Warranty.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE IN TORT OR CONTRACT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OF LAW FOR ANY INCIDENTAL SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFIT, LOSS OR REVENUE LOSS OF SAVINGS, LOSS OF OPPORTUNITY OR ANY OTHER ECONOMIC LOSS.

13. Allocation of Risks.

This warranty allocates the risks of product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the products. Buyer acknowledges that it has read this Contract, understands it, and agrees to and is bound by its terms.

14. Limitations of Liability in General.

Seller will only be liable for damages caused by intent, wilful misconduct or gross negligence and also in those cases where applicable laws on product liability provide that in the event of personal injury or damage to goods used for private ends, liability is compulsory. Furthermore, Seller will be liable for guarantees, if any, given in writing to Buyer. This liability will, however, only apply to such damages the guarantee was intended to protect against. In case of slight negligence, Seller will be liable only for a breach of material contractual obligations by it, its legal representatives or its vicarious agents and provided such breach endangers the purpose of the respective contract. In this case, damages will be restricted on the merits and in terms of amount to those cases of damage that Seller was reasonably able to foresee at the time of the conclusion of this Agreement, based on the circumstances known to Seller at that date. The compensation of purely pecuniary damage, such as loss of production or loss of profit, will be limited by the general principles of good faith, for example in case of a disproportionate difference between the amount of the remuneration and the extent of the damage. Any compensation for consequential damages will be excluded and Seller will not be liable for default or breach of duty due to causes beyond Seller's reasonable control. For concurring claims and tort this clause shall apply accordingly. Any other liability shall be excluded. In the event any loss or damage is covered by insurance taken out by the Buyer, the Seller shall only be liable for any associated losses (e.g. increased insurance premiums or interest disadvantages until settlement of the claim. Liability for default shall exclusively be governed by clauses 3 and 4 of these T&C.

Both Seller and Buyer agree that this contract will not be governed by the following acts: *Sale of Goods Act 1923 (NSW)*; *Sale of Goods Act 1923 (Qld)*; *Goods Act 1958 (Vic.)*; *Sale of Goods Act 1954 (ACT)*; *Sale of Goods Act 1895 (WA)*; *Sale of Goods Act 1896 (Tas.)*; *Sale of Goods Act 1895 (SA)*; and *Sale of Goods Act (NT)*.

15. Terms of Payment.

Terms of payment, unless agreed otherwise, are thirty (30) days net from the date of invoice without any deductions. Buyer must pay each invoice in full, without deduction, set-off or retention of any money. Seller reserves the right to charge interest at the rate of 1.5% per month for default in payment. Buyer acknowledges that this interest amount is a genuine pre-estimate of the loss suffered by Seller as a result of Buyer's failure to pay an invoice by its due date. Costs of collection (including reasonable attorney's fees) must be borne by Buyer. Seller reserves the right to withdraw from the contract immediately, if Buyer fails to fulfil any advanced payment agreed in the contract.

16. Compliance with Laws.

Buyer agrees to comply with the export laws of Australia, of the United States of America and the European Union with regard to the exportation of the products and any technical data associated therewith. Prior to any transfer of products provided by Seller to a third party, Buyer shall in particular check and guarantee by appropriate measures that (i) there will be no infringement of an embargo and/or sanction imposed by Australia, the United States of America or by the European Union by such transfer, by brokering of contracts concerning those products or by provision of other economic resources in connection with those products, also considering the limitations of domestic business and prohibition of by-passing those embargos and/or sanctions; (ii) such products are not intended for use in connection with armaments, nuclear technology or weapons; (iii) the regulations of all applicable Sanctioned Party Lists of Australia, the United States of America or of the European Union concerning the trade with entities, persons organizations listed therein are considered. Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out or relating to any non-compliance with any export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof, unless the fulfilment of this obligation is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

17. Time for Commencing Suit.

Any action for breach of any of the terms of this T&C must be commenced within six (6) months of the alleged breach.

18. Miscellaneous.

Only Seller shall be entitled to cede, assign and transfer any or all of its rights and obligations in terms of this T&C to any of its affiliates. If individual provisions of this T&C or the contract should be or become invalid or impracticable in whole or in part, then the validity of the remaining provisions or the remaining parts of such provisions is unaffected thereby. The invalid or impracticable clause(s) shall be replaced by provisions the legal and commercial effects of which are as close as possible to what the consequences of the invalid and impracticable clause(s) had been had they been valid and practicable.

Buyer warrants that it has the power to enter into an agreement with Seller, has obtained all necessary authorisations to allow it to do so, is not insolvent and that any agreement with Seller creates binding and valid legal obligations on it.

19. Applicable Law and Dispute Resolution.

The contractual relationship between Seller and Buyer shall be exclusively governed by the laws of New South Wales, Australia, with exclusion of its international conflict of laws provisions and with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute arising from or in connection with the contractual relationship shall be referred to and settled by the courts having jurisdiction over the legal venue of Seller. Seller shall also be entitled to take legal action at the Buyer's legal venue or any other legally permissible place of jurisdiction.