

ROBLAN PTY LIMITED

GENERAL TERMS AND CONDITIONS OF TRADE

1. ACCEPTANCE OF ORDER

No binding contract shall be deemed to have been effected by the acceptance on the part of the buyer of a quotation or offer made by the seller until such contract shall have been confirmed by invoice or in writing by the seller. Any conditions attaching to an order contained in any written or printed document of the buyer shall not apply unless accepted in writing by us.

2. PRICES

All prices are subject to variation without notice and all orders are accepted for delivery on the condition that goods will be invoiced at the prices ruling at the date of despatch from our plant and/or warehouse, unless otherwise specified in writing by the seller.

3. CREDIT TERMS

Payment is due on or prior to 30 days from the end of the month in which product is supplied, unless otherwise stated. Roblan Pty Limited reserves the right to charge interest at 1% per month on overdue accounts. Tooling sales shall have the following terms.

A. NEW CUSTOMERS

Initial Order shall be "Cash With Order". Orders thereafter, terms will be as stated on the quotation provided.

1) TOOL COST LESS THAN \$10,000

Terms Of Payment -

After providing references and establishing an account:

(I) 50% With order.

(II) 50% Net seven days on completion of tool and manufacture of samples.

2) TOOL COST OVER \$10,000

Terms of payment

After providing references and establishing an account tooling:

(I) 25% With order.

(II) 25% After completion of design and materials ordered.

(III) 25% After completion of 50% of tooling manufacture.

(IV) 25% Net seven days after completion of tooling and submission of off tool samples.

B. EXISTING CUSTOMERS

1) TOOL COST LESS THAN \$5,000

Terms - Tooling (terms of payment)

Net seven days on completion of tool and manufacture of samples.

2) TOOL COST \$5,000 TO \$10,000

Terms - tooling two payments

(I) 50% After completion of design materials purchased and after completion of 25% of tooling manufacture.

(II) 50% Net seven days on completion of tool and manufacture of samples.

3) TOOL COST OVER \$10,000

Terms - tooling of payment

(I) 25% After completion of design and materials.

(II) 25% After completion of 50% of tooling manufacture.

(III) 25% After completion of 75% of tooling manufacture.

(IV) 25% Net seven days after completion of tooling and submission of off tool samples.

4. RETENTION OF TITLE

(a) Legal title in the goods shall pass to the buyer at the time of delivery.

(b) Roblan reserve the right of possession of tooling and design for a period of _____ from the order placement date. Should the customer require possession of tooling, Roblan shall then be paid the sum of \$ _____ being the balance calculated on 3 years production estimated as _____ units at current price of \$ _____, less the value of production paid at the date of transfer of possession.

5. POINT OF DELIVERY

Unless notified in writing to the contrary all deliveries shall be from Roblan's warehouse.

6. DELAYS IN DELIVERY

A time for delivery will be quoted on our acknowledgement or acceptance of the buyer's order. All such times are to be treated as estimates only, involving no contractual obligation, unless a guarantee in writing has been given by us providing for delivery on a specified date. We do not accept responsibility for delays arising from strikes, lockout, trade disputes, fires, accidents or other contingencies beyond our control.

7. LOSSES IN TRANSIT

The company does not undertake to replace losses in transit at invoice price unless replacement can be effected without increases in cost.

8. CLAIMS

No claims for damage in transit or for shortage in quantity or weight will be entertained unless notice in writing is given within seven (7) days from the date of delivery. Parts returned and accepted as defective will be credited at invoice value or replaced on return of the parts to our warehouse. Return of parts for any cause can only be accepted within two (2) months from date of delivery. In no circumstances will claims be allowed for damages or for any expense incurred as a result, direct or indirect, of any defect or discrepancy in parts or material supplied by us.

9. DEFERMENT AND CANCELLATION OF ORDERS

Orders can only be deferred if agreed to by us in writing. Parts or material ordered in error or in excess cannot be returned to us for credit or exchange except by special arrangement. Where raw material or tools required for manufacture of goods ordered are not readily available, the order may be cancelled by the buyer or seller. Orders or balances of orders may be cancelled at our option in the event of any failure by the buyer to adhere to the terms of the contract.

10. LIABILITY

Unless specifically agreed in writing, under no circumstances do we accept liability for any loss or damage to persons or property of any nature or due to any cause for any amount as a result, direct or indirect, of any defect deficiency or discrepancy in parts or materials sold or supplied by us. It is the buyers sole responsibility to ensure that the parts are sufficient and suitable for his purpose.

11. SHIPPING TOLERANCES

Where orders are supplied from materials which must be ordered in lot sizes, the company reserves the right to under or over supply specific order quantities on the basis of the unit order lot size of materials.

12. TEST AND INSPECTION

All products are subject to testing and inspection as agreed by customer. Any other tests which may be required are subject to special arrangement and will incur a surcharge unless otherwise agreed.

13. MOULD, DIES AND TOOLS

- (a) Where the buyer supplies a mould, die, tool or any other item used in the manufacturing process the buyer shall reimburse Roblan Pty Limited for all maintenance expenses. Roblan Pty Limited shall not be liable for any loss or damage to the moulds, dies, tools or materials supplied by the buyer to Roblan Pty Limited for the purpose of fulfilling any contract.
- (b) Tooling delivered to and retained by Roblan Pty Limited in connection with any agreement for performance of work arising from a quotation will be accepted by Roblan Pty Limited upon condition that the owner of the tooling acknowledge and agree that Roblan Pty Limited shall not be liable for damage by fire or other means to tooling or loss of tooling otherwise than from the gross or wilful negligence of Roblan Pty Limited.
- (c) All other equipment for specific use in the manufacture of the goods (other than those items supplied by the buyer) remain the property of Roblan Pty Limited unless the cost thereof (including all development costs relating there to) shall have been fully recovered by Roblan Pty Limited from the buyer in the costing of goods already paid for by the buyer.

14. DEFAULT IN PAYMENT

If the buyer defaults in the due payment of the contract price or any instalment thereof the company without prejudice to any other right it has at law or in equity may suspend or terminate the contract.

15. COMPONENTS

Nett 30 days monthly account

16. LABOUR ESCALATION CLAUSE

Labour rates are subject to variation based on increases to the metal trades award.

The index for such calculation being based on the metal trades award classification C13 machine operator.

The current award at the time of entering the contract.

Index = Increase weekly wage (G13)

Current award (C13)

17. PRICE BASIS AND VARIATION ON MOULDINGS

(I) Material
Component cost based on part weight of:-
and a cost of:-
which includes 10% handling cost.

(II) Manufacturing Charge
Roblan from time to time assess its manufacturing charges based on changes to award rates and conditions and the effect of changes to other manufacturing costs. Therefore our manufacturing charge will vary by the same percentage as any change to the Metal Trades Award classification C13 (press operator).

18. LIMITATION OF LIABILITY FOR PRESS TOOLS OR MOULDS STORED AT ROBLAN

Please note that tooling delivered to and or retained by Roblan Pty Ltd in connection with any agreement for the performance of work arising from this quotation will be accepted by Roblan Pty Limited upon condition that the owners of the tooling acknowledge and agree that Roblan shall not be liable for damage by fire or other means to tooling or loss of tooling otherwise than from the gross or wilful negligence of Roblan Pty Limited.

19. VALIDITY OF QUOTE

All prices quoted are on the basis of acceptance of the quotation in its entirety and are valid for 30 days from date of quotation. Any variation to labour and material cost will be advised to customer. Any variation to customer requirements from original quotation will require re-evaluation and possible requote.

On behalf of _____

I hereby accept Roblan's Pty Limited General Conditions of Trade.

Signed _____ Date ___/___/___