

1. INTERPRETATION

This agreement shall be subject to the provisions of the Competition and Consumer Act 2010 (CCA) and any statutory amendment or re-enactment thereof for the time being and currently in force. Unless otherwise inconsistent with the context the word "person" shall include corporation, "Company" shall mean AMCCS Pty Ltd and its agents, servants and employees, and any of its subsidiaries as defined in Section 7 of the Companies Acts & Codes (if such subsidiary is named as the party making or accepting the order), "goods" shall include services, and "Purchaser" shall mean and include the person to whom any quotation is made and shall include any person offering to contract with the Company on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.

2. OFFER AND ACCEPTANCE

Any quotation made by the Company is not an offer to sell or to provide services and no order given in pursuance of any quotation shall bind the Company until accepted by it in writing or by the commencement of supply or the provision of services. Unless otherwise agreed in writing all orders are subject to acceptance by the Company within 30 days of receipt by the Company of the Purchaser's order and these terms and conditions shall be deemed to be incorporated in any agreement between the Company and the Purchaser. Any terms and conditions contained in any order offer acceptance or other document of the Purchaser and all representations statement terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law. Insofar as goods or services supplied by the Company are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and unless the Purchaser establishes that reliance provision would not be fair and reasonable, the liability for breach of a condition or warranty implied into this contract is limited:

(a) in the case of the goods to any one of the following as determined by the company:

- (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having goods repaired;
- (b) in the case of services to any one of the following as determined by the Company:
- (i) the supplying of services again, or
 - (ii) the payment of the cost of having the services supplied again.

3. DELIVERY

- (a) Any date quoted for delivery is an estimate only and unless a guarantee shall have been given by the Company in writing providing for liquidated damages for failure to deliver by the quoted date the Company shall not be liable to the Purchaser for any loss or damage howsoever arising even if arising out of the negligence of the Company for failure to deliver on or before the quoted date. The Purchaser shall accept and pay for goods if and when tendered notwithstanding any failure by the Company to deliver by the quoted date. Written advice to the Purchaser that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- (b) The warranties therein implied that services will be rendered with due care and skill and that any materials supplied in connection with those services will be reasonably fit for the purpose for which they are supplied, the Company shall not be liable to any Purchaser or other party for any direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of the Company or any other party, strike or any other industrial action be it the Company or other party, or any other cause whatsoever.
- (c) The Company reserves the right to deliver by instalments. If delivery is made by instalments the Purchaser shall not be entitled:
- (i) to terminate or cancel the contract; or
 - (ii) to any loss or damage howsoever arising from the failure by the Company to deliver any instalments on or before the quoted date.
- (d) It is agreed that the Company shall not be responsible for delay in manufacture or delivery caused by, or in any way incidental to an act of God, war, fires, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any cause beyond the Company's reasonable control.
- (e) Any quotation containing a provision to supply goods "ex-stock" is subject to fulfillment of prior orders at the date of receipt of the Purchasers order.

4. CANCELLATION

Without limiting the entitlement of a consumer to rescind a contract as provided, any order may be cancelled, varied or suspended with the written consent of the Company and in the event of such cancellation, variation or suspension, the Purchaser undertakes to reimburse and indemnify the Company for all its cost's, including but not limited to work in progress, unpaid invoices, expenses or charges incurred by the Company in preparation for and in the execution of an order which, without limiting the generality thereof, in addition shall include an amount equal to 50 per centum of the net profits to the Company of the order had the order not been cancelled, varied or suspended.

5. QUANTITIES

No claim for shortage of delivery or shortfall or excess in capacity or performance of less than 10 per cent of that ordered will be made by the Purchaser and in any event shall not exceed the invoiced unit price of the goods in respect of which the claim is made. Excess delivery of up to ten per cent of quantities ordered will be accepted by the Purchaser and payment made for such excess quantities. This condition 5 does not apply when the Purchaser is a consumer for the purpose of the Competition and Consumer Act 2010.

6. DESCRIPTION AND SPECIFICATIONS

- (a) Whilst every effort is made to ensure their accuracy, the descriptions, illustrations and material contained in any catalogue price list brochures, leaflets or other descriptive matter provided by or on behalf of the Company represent the general nature only of the items described therein and, save where the Company reserves the right to modify the design of goods without notice.
- (b) The Purchaser warrants that any goods manufactured, constructed or supplied by the Company which are based in whole or in part of designs, drawings or specifications supplied to the Company by or on behalf of the Purchaser shall not infringe any letters patent of registered designs. The Purchaser shall indemnify and keep indemnified and hold harmless the Company against any action, loss, cost, claim or damage that may be brought against or suffered by the Company for any breach of this warranty by the Purchaser.
- (c) The Company does not warrant or guarantee and it shall not be a term of any agreement between the Company and the Purchaser that any goods manufactured, constructed or supplied by the Company by or on behalf of the Purchaser will achieve any standard of performance or capacity whatsoever and the Purchaser acknowledges that it does not rely on the skill and judgement of the Company for the for any purposes of any goods so manufactured, constructed or supplied.

7. ACCESS

In respect of any work done on the Purchaser's premises or elsewhere other than the Company's premises it shall, subject to any written agreement to the contrary, be the duty of the Purchaser to ensure that the conditions under which the work has to be performed, the layout, means of access, accessibility of different parts of the subject matter being worked upon or handled and other material circumstances shall be suitable to the Company failing which the Company shall be entitled to charge a reasonable increase in the price having regard to the prevailing circumstances.

8. MINIMUM CHARGE

The Company reserves the right to increase the amount charged on any invoice up to the minimum charge as established by the Company at the date of the invoice.

9. WAIVER

Failure by the Company to insist upon strict performance of any term or condition hereof shall not be deemed a waiver thereof or of any rights which the Company may have and shall not, and nor shall any express waiver, be deemed to be a waiver of any subsequent terms and conditions.

10. GUARANTEE AND WARRANTY

- (a) Except when the Purchaser is a Consumer for the purpose of the ACT 2010 and the conditions warranties and rights implied by that statute cannot be excluded, and subject always thereto, representations, promises, statements and warranties and conditions (whether (subject and aforesaid) statutory express or implied) regarding any goods or services supplied by or on behalf of the Company are expressly excluded. The Company shall not be liable for any loss or damage whatsoever and howsoever arising whether direct, indirect or consequential or in respect of any claim whatsoever and however made for any loss or damage, deterioration, deficiency or other fault or harm in the goods manufactured, works executed or services provided by or on behalf of or any arrangement with the Company or occasioned to the Purchaser of any third or other party to his or their property or interest and whether or not due to the negligence of the Company its servants or agents.
- (b) As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the Purchaser, the Purchaser shall within fourteen days notify the Company in writing of the same.
- (c) The Company's liability shall be limited in all circumstances to the repair or replacement or monetary compensation at the option of the Company of any goods manufactured by it which are returned only upon the written authority of the Company.
- (d) The Company shall not be liable in any circumstance for any:
- (i) defects or damage caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation, repair or alteration (other than by the Company) or accident.
 - (ii) Any transport, installation, removal, labour or other costs.
 - (iii) Goods manufactured by it but the Company will endeavour to pass on to the Purchaser the benefit of any claim made by the Company and accepted by the manufacturer of such goods under a warranty given by the manufacturer provided that nothing contained in this subparagraph shall limit the rights of the Purchaser to proceed against the Company pursuant to the Act 2010
 - (iv) Technical advice or assistance given or rendered by it to the Purchaser whether or not in connection with the manufacture construction or supply of goods for or to the Purchaser provided always that the Company has rendered such services with due care and skill and that any materials supplied in connection with those services are reasonably fit for the purpose for which they are supplied.

11. CONTAINERS

Containers (which expression shall include but shall not be limited to, stillages, formers and pallets) in or on which goods are delivered and for which a deposit charge is made, remain the property of the Company. On the containers returned in good order and condition the deposit will be returned to the Purchaser. The deposit for containers which the Purchaser returns otherwise than in good order and condition shall only be refunded in part having regard to their actual condition. Containers will be deemed to be not returned by the Purchaser until received into the Company's stores.

12. INSOLVENCY & DEFAULT

- If
- (a) the Purchaser makes default in any payment due hereunder;
 - (b) a resolution is passed or proposed or a petition is presented or an application filed for the winding up of the Purchaser;
 - (c) a receiver or receiver and manager is appointed of the property or any part of the property of the Purchaser;
 - (d) the Purchaser makes or proposes to make any arrangements with its creditors;
 - (e) the Purchaser is placed under official management;
 - (f) execution is levied upon the assets of the Purchaser for an amount in excess of \$1,000.00 and it not within seven days satisfied, then, and in any such event the Company may at its option withhold further deliveries or cancel the contract without prejudice to its rights thereafter to rely upon the happening thereafter of any of the events hereinbefore referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.

13. RETENTION OF TITLE

The Seller and the Buyer specifically agree that the Seller retains ownership of the Goods and such ownership shall not pass to the Buyer until payment in full has been received by the Seller in respect of all the Goods supplied by the Seller at any time. The Buyer accepts delivery of the Goods on the basis and accordingly it is agreed that:

- (i) The Buyer shall stand in a fiduciary relationship with the Seller.
- (ii) The Buyer will at all times store the Goods separately and in such a way that they remain identifiable from goods supplied by any other supplier.
- (iii) The Buyer shall have the power to sell the Goods as agent for and on behalf of the Seller provided that (a) all proceeds of the sale shall be paid into and kept in a separate account: (b) separate records shall be maintained by the Buyer in respect of that account: (c) the Seller shall be entitled to maintain a claim against the proceeds of sale of any other Goods into which the Goods have been manufactured.
- (iv) The Seller shall be entitled to enter upon to the Buyers premises at any time and without prior notice to re-take possession of the Goods.
- (v) Risk shall pass to the Buyer at the time of delivery of the Goods and the Buyer shall insure against that risk.
- (vi) Each of the above provisions is severable to the extent that if they shall, taken together be adjudged to go beyond what is reasonable in all the circumstances, but would be adjudged reasonable with any one or more of such provisions deleted, then those provisions shall be deemed to apply as if such provisions as are adjudged unreasonable were deleted.

14. INSURANCE

In the event that the goods are covered by insurance taken out by the Company, the Company shall only be liable to the extent of any of the indemnity provided.

15. RISK

Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser, his carrier or agent.

16. PAYMENT

- (a) Unless otherwise agreed in writing, payment terms are either COD or approved company credit account net cash 30 days from date of invoice in which the goods are delivered to the Purchaser, his carrier or agent. Payment for services or labour provided by the Company to the customer shall be paid within 30 days of the date of invoice.
- (b) If the Company does not receive notification of an invoice error within seven days we will consider the invoice fully payable. If the company does not receive instructions sufficient to enable despatch of the goods within 14 days of notification that such goods are ready, the Purchaser shall be deemed to have taken delivery of the goods and the terms of payment shall apply from such date; in this event, the Purchaser shall also be liable for storage charges payable monthly on demand, storage being of the Purchaser's risk.
- (c) The part of the payment due is retained by the customer must be agreed in writing with the company.
- (d) The Company shall be entitled to impose an interest charge of 4.5% per month on any payment on any amount that is overdue by thirty days.
- (e) Unless otherwise agreed in writing, the Company shall reserve the right to apply for progress claims within the duration of the contract. Such progress claims shall be paid within 30 days from date of invoice.

17. PRICE

- (a) Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by the Company at the date of delivery plus the amount which the Company is required to pay on account of any excise, or sales taxes or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part thereof, or the manufacture, use, sale of or delivery thereof.
- (b) Unless otherwise specified any prices quoted do not include transportation costs. Goods shall be supplied ex works.
- (c) The prices quoted are based on present day cost of labour and materials and will be subject to contract price adjustment at the option of the Company.

18. ARBITRATION

Should a dispute arise, the parties may elect to refer the matter to the Alternate Dispute Resolution Tribunal or any recognised independent mediation authority such as Office of Small Business Commissioner.

19. LAW

Australian Consumer Law
NSW.

1. Definitions

1.1 The following definitions are used in these terms:

- (a) "GST Law" has the meaning given to that term in the 'A New Tax System' (Goods and Services Tax) Act 1999 (Cth.)
- (b) "Purchase Order" means an order issued by us which constitutes our consent to purchase the relevant goods or services described in the order subject to these terms.
- (c) "Related Body Corporate" has the meaning given to that term in the Corporations Act 2001 (Cth.)
- (d) "We" "our" and "us" means Vokes Air Filtration ABN 80 097 136 135 or any Related Body Corporate that purchases the goods or services from you under these terms.
- (e) "You" and "your" means the supplier of the goods or services to us.
- (f) "Quality Control" means a process by which the supplier ensures that the goods and/or services adhere to quality criteria through testing and inspection.
- (g) "Final Tooling" means jigs, moulds, dies, machinery that will support the production.

2. Terms Applying

- 2.1 These terms apply to all purchases of goods and/or services from you by us.
- 2.2 Any terms or conditions of supply on any invoice or other document provided by you will be void and of no effect and will not replace or vary any of these terms and conditions unless we agree in writing.
- 2.3 To the extent permitted by law, we may in our sole discretion amend these terms from time to time. Each purchase order shall be subject to the terms and conditions in force at date of the relevant purchase order.
- 2.4 Each purchase order shall be the subject of a separate contract of sale between us and you and shall be governed by these terms.

3. Your Obligations

- 3.1 You must supply the goods and/or services in accordance with the purchase order and these terms.
- 3.2 You warrant that you are legally entitled to contract with us, to supply the goods (if applicable) free from any encumbrance and that you hold all consents, permits and licenses necessary to provide the goods or perform the services.
- 3.3 Where the purchase order includes provision of training or support and maintenance services you must promptly and/or at the correct intervals supply those services in accordance with best industry practice.
- 3.4 While at any of our locations you must at all times comply with:
 - (a) Our rules, access and directions of any employees
 - (b) The provision of any relevant legislation, codes of standards; and
 - (c) Any other reasonable directions given by us.
- (d) Any car parking while on site will be at owners risk

4. Delivery, Packaging and Acceptance

- 4.1 Unless otherwise directed you must deliver the goods, or provide the services, on the date and at the address shown on the purchase order.
- 4.2 Where the purchase order includes any installation by you, you must promptly complete installation by the date set out in the purchase order and if no date is provided in accordance with best practise, at times reasonably approved by us and with minimum disruption.
- 4.3 We may inspect, test and observe at all reasonable times the supply of goods and/or services. Without limiting this clause, you hereby provide to any persons authorised in writing us access to any premises occupied by you and permit those persons to inspect the goods and/or services.
- 4.4 We may carry out any reasonable acceptance tests of any goods or services or any part thereof. If any goods or services fail any acceptance test you will at your cost immediately remedy any problem. You will assist us with testing as requested.
- 4.5 If you make part deliveries and/or fail to deliver the total quantities as stipulated on the relevant purchase order we may cancel the entire purchase order at no cost to ourselves and we may return any part deliveries to you at your cost.
- 4.6 Unless our written approval is obtained prior to delivery, any quantity in excess of that ordered, or delivered early, is to be returned to you and any expenses incurred by us as a result will be payable by you.
- 4.7 We may vary the delivery time and/or the delivery address at any time prior to delivery by providing you written notice of these changes.
- 4.8 The goods are to be packed, labelled and loaded so as to preclude damage in transit and handling. Each package will contain a Delivery Docket issued by you showing your company name and listing the contents of each package ("Delivery Docket").
- 4.9 Our part numbers and purchase order number are to be endorsed on the Delivery Docket.
- 4.10 Unless specified on our drawings, our part numbers are not to be painted or otherwise permanently marked on the parts that are supplied.

Tags or labels bearing such information are to be used and are to be fixed in such a fashion as to be in place at time of delivery.

- 4.11 Any Delivery Docket signed by us shall only evidence the number of packets or cartons delivered.
- 4.12 We may, at any time before the delivery date specified in the purchase order, request in writing that the relevant purchase order be amended or cancelled.
- 4.13 If delivery of the goods or the provision of the services is or shall be delayed, you must immediately notify us of the delay (including details of the nature, cause and extent of the delay).

5. Title and Risk

- 5.1 Title to any goods (including any parts or items supplied as part of a service) passes to us on delivery.
- 5.2 Risk remains with you until completion of delivery and acceptance of the goods by us.
- 5.3 Any materials provided by us shall remain our property and may only be used for the intended purpose.

6. Quality and Inspection

- 6.1 Your responsibility for Quality:
 - (a) By accepting the relevant purchase order, you are accepting the responsibility to supply the goods or services in accordance with the drawings, test methods, referenced Australian or International Standards, specifications and their revisions as listed in the purchase order. You have installed a Quality Control System to that incoming inspection at our premises can be avoided and deliveries can be accepted with test certificates issued by you. It is your responsibility to establish and maintain the capability to supply the required quality continuously.
 - (b) No deviation may be made by you in any respect from any drawings or specifications supplied by us without our consent in writing. If any drawings or specifications do not fully cover any materials or manufacturing processes necessary to execute the purchase order you must obtain instructions from us in writing before purchasing any such materials or applying any process.
 - (c) Notwithstanding the actions from us to furnish you with the correctly revised drawings, test methods, specifications, you must verify at the receipt of each purchase order that you are in possession of the listed drawings, test methods, referenced Australian or International Standards, specifications and their listed revisions.
 - (d) When the documents and material set out in 6.1(b) above not in your possession, you must obtain such documentation from us before production/supply commences.

6.2 First Off Sample:

If the purchase order calls for 'First Off Samples' to be supplied, then the following will apply:-

- (a) First off samples must be produced from final tooling prior to commencement of volume production and forwarded together with a sample report showing all measuring and test results as per our specification. Approval to go ahead with volume production will be given by us following a positive result of inspection and, if necessary, after practiced assembly try-out by us. Modifications or changes to the manufacturing methods after submission of first off sample must not be introduced without our prior written approval.

6.3 Acceptable Quality Level:

You agree to accept responsibility for 100% acceptable quality in respect of all goods and/or services provided by you, as determined by us (acting reasonably). Notwithstanding this, we may issue written concessions to you to allow delivery of some percentage of defective components. Where concessions are so granted the percentage delivered must not exceed the percentage agreed to in the concession.

6.4 Qualitative Inspection:

- (a) We reserve the right, within a reasonable time after delivery, to subject any goods delivered to 100% inspection or to qualitative tests by sampling methods in accordance with the standard or specification stipulated in our purchase order, or the relevant Australian or International Standard for the product.
- (b) All goods shall be deemed to have been warranted by you to be in accordance with all respects with any drawings and/or specifications and/or instructions supplied by us to you.
- (c) Any inspection conducted in accordance with 6.4(a) may be conducted at our discretion at your site. Such inspection may be conducted by our representatives or our customer's representatives.
- (d) We may ask to conduct an audit of your quality management system. Such audits will be carried out as per the relevant Australian or International Standards by auditors appointed by us. You must extend full cooperation to the auditors.
- (e) When deliveries fail to meet established quality requirements such deliveries must be sorted and/or reworked by you. If sorting and/or rework

at your premises is not practicable due to urgency, transport problems, or any inability on your behalf, then the necessary disposition may be performed by us at your expense.

(f) Where we reject any item, you will be informed of such rejection in writing

(g) Notwithstanding the foregoing, all goods and/or services covered by this purchase order are to comply with all relevant legislation and regulations and with such standards of quality, performance and prescribed by the methods, provisions and regulations of Standards Australia and such governmental or public authorities as shall be applicable.

(h) Any expenses involved in or arising from rejection pursuant to clause 6 is to be payable by you.

7. Pricing and Payment

7.1 The price is as set out in the purchase order (unless otherwise agreed in writing) and is the only amount we must pay. Unless otherwise stated in the purchase order the price is in Australian Dollars and is inclusive of all taxes, including goods and services tax ("GST"), duties, fees or other government levies and charges and all labelling and packaging charges.

7.2 Where you make a Taxable Supply (as that item is defined in GST law), payment by us will be subject to receipt from you of a valid Tax Invoice (as that term is defined in GST law).

7.3 Unless otherwise agreed, we shall pay for the goods delivered or services provided in accordance with these terms within 90 days of the claim for payment and after receipt of a due invoice as well as receipt of the goods delivered or services provided.

7.4 The tax invoice must quote the purchase order number and be sent to the address specified on the purchase order.

8. Intellectual Property

8.1 (a) Where any license or other authorisation from any person is required to own, possess, use or resell any good or any component you will as part of the price for the relevant good (or component), and at no extra cost to us, procure an irrevocable and unrestricted license on a nonexclusive and transferrable basis for us to own, possess, use and resell the good; and the provision of any goods or service will become our property.

8.2 All confidential information and any intellectual property provided by us in accordance with any purchase order remains at all times our confidential and proprietary information and shall be used solely to complete the relevant purchase order and for no other purpose. Any such information must be returned to us at any time on request.

9. Warranties

9.1 You represent and warrant to us that:

(a) Each service will be performed promptly, with due diligence, care and skill, by appropriately trained, experienced and supervised persons and to the best industry standards and be fit for the expected purpose;

(b) Each good (and its components) will:

(i) Be of merchantable quality and fit for the expected use and purpose;

(ii) Conform to the specification, design, quality, quantity, configuration, description and samples agreed and approved by us (if any);

(iii) Be new and unused on delivery, Not be the subject of any mortgage, charge, lien, encumbrance or retention of title;

(iv) Be free from any defect (including any latent defect) in design, materials and workmanship and not emit any contaminant or hazardous substance;

(v) If you have previously provided us with a prototype or sample, correspond with the most recent prototype or sample we approved.

(c) Our ownership, possession, use or resale of any good or the use or result of a service supplied by you will not infringe any proprietary or other intellectual property right or interest of any person and you must provide within the price any license or other authorisation from any person necessary in order for us to obtain the full benefit and use of the goods and/or service.

(d) All goods supplied and/or services provided will comply with all applicable laws and requirements and you will, at your cost, hold and maintain in good standing all necessary licenses, registrations, permits, authorisations, consents and approvals required by or from any governmental, provincial or local department or agency.

(e) All information you provide with the goods supplied and/or services provided (eg: instructions, warranties, product descriptions) is up to date and accurate.

9.2 These warranties are additional to any other warranties given by you or implied by custom or law, whether statutory or otherwise. You will pass on to us the benefit of any warranty relating to the goods or service received from any other person to the intent that we may have recourse against those persons either directly or through you.

10. Indemnities

10.1 You must indemnify and keep indemnified us, and our employees, agents and contractors ("Our Indemnified Parties") against all claims, expenses, losses, damages and costs ("Liabilities") (including all Liabilities arising as a result of damage to a third party's property or injury to or death

of any person, and all legal costs in relation to any Liabilities) sustained or incurred by any of Our Indemnified Parties arising from:

(a) Any breach of these terms by you;

(b) Any negligent or wrongful act or omission by you or any of your employees, agents or contractors in the course of or related to the performance of, or failure to perform, any of your obligations under these terms;

(c) Any injury to, or death of a natural person and any loss of or damage to, tangible real or personal property of a third party caused or contributed to by your acts, omissions or negligence;

(d) Any fraud, dishonesty, misrepresentation or wilful default by you. Any amount you owe us under this this clause will include any GST that is payable by us on that amount.

11. Rights and Liabilities

11.1 If you fail to comply with any obligations in these terms and fail to properly remedy the situation to our satisfaction within 5 working days after we notify you of the breach or failure, or if you are or become insolvent or bankrupt or go into receivership or liquidation or enter into any compromise with your creditors, then we may, without limitation to any other right or remedy under these terms or at law:

(a) Cancel or suspend the purchase order or any uncompleted portion thereof;

(b) Set off against any amount we owe you, any sum you owe us or that we are claiming from you in respect of these terms;

(c) Recover from you any direct, indirect and consequential damage, loss or cost (including legal costs on a solicitor and own client basis) suffered by us.

11.2 Except to the extent such liability cannot be excluded or limited according to legislation, including but not limited to the Competition and Consumer Act 2010, if applicable, we have no liability whatsoever (including, but without limitation, in equity contract or tort, including negligence or according to legislation) to you or any other person for any loss of profits, income or savings, or for indirect or consequential damage, loss, cost or expense suffered by you or any other person.

11.3 Our liability to you (whether in contract or tort, including negligence) is limited to the price payable in respect of the relevant purchase order and we shall not be liable for any loss of profits, income or savings, or for indirect or consequential damage, loss or cost.

12. Insurance

12.1 You will arrange adequate insurance to cover all risks associated with your supply of the goods and/or services under these terms.

13. Product Recalls

13.1 If you become aware of, or we notify you of, any defect, fault or other condition, actual or potential in any goods you supply to us of a nature of extent such as to give rise to a risk of injury to the public, then you must immediately:

(a) Provide us with all information we request concerning the affected goods, and;

(b) Co-operate with us to the fullest extent possible to remove or diminish the risk to the public from the affected goods.

14. Miscellaneous

14.1 These terms may only be amended in writing signed by an authorised representative of each party.

14.2 In any amount is payable to you by us we are entitled to set that amount off against any amount payable by us to you.

14.3 You may not assign or sub-contract any of your rights and obligations in respect of a purchase order or these terms.

14.4 Nothing in these terms evidences any employment relationship, partnership, joint venture or agency.

14.5 Any unlawful provision in these terms will be severed and the remaining provisions will be enforceable.

14.6 Subject to clause 4.13 neither party is liable for any failure or delay in performing an obligation if due to a cause beyond the affected party's reasonable control. An affected party must notify the other party of the cause and likely delay as soon as practicable.

14.7 No delay or failure to act as a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.

14.8 These terms and conditions are governed by the laws in the State of New South Wales and the Commonwealth of Australia and you agree to submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia.

14.9 Any obligations in these terms which are of a continuing nature or which are not fully satisfied and discharged on fulfilment or termination of a purchase order, will continue to apply.

15. Confidentiality

This purchase order and these terms must be treated as confidential between us and you. You must not divulge to any other party and any details of items and quantities purchased from you at any time.

UPDATED JUNE 2014