

TERMS AND CONDITIONS OF PURCHASE:

UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BETWEEN BUYER AND SELLER, THESE TERMS AND CONDITIONS SHALL BE THE ONLY TERMS AND CONDITIONS OF THE CONTRACT WHICH RELATES TO GOODS THE SUBJECT OF THIS ORDER PLACED BY BUYER ON SELLER.

1. DEFINITIONS:

In these Terms and Conditions of Purchase: "Buyer" means Automated Solutions Australia P/L ATF Automated Solutions Unit Trust, of which the registered office is Level 2/170 Greenhill Road, Parkside, South Australia. "Seller" means the person named on the face of this order as the supplier of Goods, the subject of this order. "Goods" means the Goods the subject of this order named and described on the face of this order.

2. AUTHORITY

The Buyer shall not be bound by the contract constituted by this order unless this order is signed for on behalf of the buyer.

3. COST:

The price of the Goods specified herein is fixed firm, and cannot be varied except with the prior written agreement of the Buyer.

4. REQUIREMENT SCHEDULE

Buyer shall issue Requirement Schedules relating to Goods from time to time. In each schedule, Buyer shall specify the quantity of Goods to be delivered during certain named calendar months together with estimates of the quantity of Goods to be delivered in later named months.

5. QUANTITIES:

The quantity of Goods to be delivered to the Buyer shall be as specified on the face hereof, or as otherwise specified in Requirement Schedules issued from time to time by Buyer. Quantities in excess of those specified by Buyer will not be accepted by Buyer.

6. DELIVERY

Goods shall be delivered to the place specified on the face hereof, or to such other place as shall be specified from time to time by Buyer.

7. REJECTION

Buyer may accept Goods subject to final inspection. If upon inspection Buyer determines that the goods do not conform to the engineering specifications, drawings, or Automated Solutions Australia Quality Manual, or for unacceptable for any other reason, Goods may be rejected by Buyer at Buyer's option. If Seller has not collected Goods within 7 days of notification by Buyer that such goods are available for collection, such Goods will be returned to Seller by Buyer at the risk and expense to Seller.

8. PACKING:

Goods shall be delivered to Buyer packed in a manner approved by Buyer. Packing slips shall accompany each shipment. When Seller retains property in any package or container in which Goods are delivered to Buyer, a notation to such effect shall be made on the packing slip accompanying Goods.

9. WARRANTIES- ORIGINAL EQUIPMENT AND REPLACEMENT PARTS

The Seller warrants that good supplied in accordance with this Purchase Order will in all respects conform with, and in no way deviate from, the specifications, drawings, samples or other description furnished or supplied by Buyer, and that the said Goods will be – (a) fit, proper and sufficient for purpose for which they are intended, (b) of merchantable quality, (c) of good material and

workmanship, (d) free from any defect or fault of any kind whatsoever. In addition, and not in substitution of rights under Section 7 hereof, and without prejudice to any other rights which it may have, the Buyer may reject, return, or retain and correct, any goods that do not conform to the warranties or standards mentioned herein. Goods rejected will be held at the Seller's risk or may be returned for Credit at the Seller's risk and expense. The Seller will pay all costs incurred by the Buyer in correcting any defect or damage, or faulty goods. The warranties and remedies provided for in this paragraph and under Section 7 hereof shall be in addition to and not in substitution for those warranties or conditions which are implied by, or available under, any law whether statutory or otherwise and shall continue to exist notwithstanding the acceptance by Buyer of the supplies in whole or part, with respect to which such warranties and remedies are applicable.

10. BUYERS PROPERTY

Any tooling, dies, gauges, jigs or patterns, supplied by Buyer to Seller or paid for by Buyer and used in producing the Goods will remain the property of Buyer and shall be appropriately marked by Seller. In consideration of Buyer placing an order with Seller, Seller expressly covenants and agrees that production from any tooling, dies, gauges, jogs and patterns in which buyer has retained property will not be carried out for any other client of Seller, or for Seller itself.

11. TOOLING MAINTENANCE

Seller shall maintain in good working order and condition (fear wear and tear excepted) all tooling, dies, jogs, gauges and patterns in which Buyer retains property for the duration of the working life of such items. Seller shall make such items available for inspection by Buyer at any reasonable time.

12. INSURANCES

If this order requires the provision of labour by Seller to Buyer, Seller will, upon the request of Buyer, supply such Certificates of Insurance relative to sch labour as Buyer may require, including (without limitation) Workers Compensation, Public Liability and Contractor's Risk Insurance.

13. INSOLVENCY/RECEIVERSHIP

This order may be cancelled by Buyer without liability for breach of contract, in the event of bankruptcy or liquidation of Seller, or following the appointment of a Receiver in respect to the assets and undertaking of Seller.

14. CHANGES

By notice in writing from Buyer to Seller, Buyer may at any time alter the specification, design testing procedures, method of packing, or place of delivery of Goods.

15. PAYMENT

Seller shall promptly render services in respect to Goods in accordance with the instructions of Buyer. In the absence of any special arrangement to the contrary, payment will be effected by Buyer to Seller as per the agreed terms.

16. TIME OF ESSENCE

Time shall be of the essence of the contract, evidenced by this order and its acceptance of all things relative to the performance of such a contract by Seller.

17. CANCELLATION

Notwithstanding anything herein contained, Buyer reserves the right to forthwith cancel this order in whole or in part by notice in writing at any time, if (a) Seller fails to deliver Goods within the time specified by Buyer in this order or in any Requirement Schedule, or (b) if Goods delivered are faulty or fail to comply with specifications.

18. ACCEPTANCE

if written acceptance of these Terms & Conditions is not communicated by Seller to Buyer supply of Goods by Seller to Buyer shall constitute acceptance of these terms and conditions by Seller.

19. APPLICABLE CONDITIONS

These conditions, and any other conditions which by reference are included herein, shall be the only conditions of contract between the Buyer and Seller in respect to the supply of Goods. The failure by Buyer to object to any condition which Seller purports to include in the contract between Buyer and Seller by referring to such a condition in any notice of acceptance of order issued by the Seller shall not be deemed to be acceptance by the Buyer of any such conditions.

20. CONSTRUCTION

The terms and conditions shall be construed in accordance with the Laws of the State of South Australia, Commonwealth of Australia.

21. NOTICES

Any notices required to be served under these terms and conditions shall be validly given if executed by a duly authorized person on behalf of either party at its address shown herein.

22. ARBITRATION

Any dispute arising between the parties hereto in connection with this agreement shall be settled by arbitration. The arbitration shall be held in Adelaide, State of South Australia, Commonwealth of Australia, in accordance with the provision by the South Australian Arbitration Act. The award rendered by the arbitrators shall be final. Any action or proceeding to enforce such award may be brought in any court of competent jurisdiction. The cost of such arbitration proceedings shall be allocated as the arbitrators decide.

23. CONFIDENTIALITY

During the term of this agreement, both parties shall hold confidential and shall not disclose to any third party any of the information or data furnished by the other party under this agreement, except as may be required as a matter of law, or in judicial proceedings involving such a party.