

MPE GROUP PTY LTD TERMS & CONDITIONS OF SALE

1. Commercial Conditions

MPE Group Pty Ltd (MPE) reserves the right to negotiate the commercial conditions.

2. Terms of Payment

a. Terms of Payment are strictly within FOURTEEN (14) Days of the date of MPE correctly rendered invoice, by progress claim or as negotiated. Payments by Credit Cards will incur a surcharge of 4.2% for American Express and 2% for Visa and MasterCard.

OR

b. Our Terms of Payment are strictly 30 days from the date of our monthly progress claim and/or final invoice and are not to be delayed because of delays of payment by your client.

3. Validity Period

Unless otherwise stated in the Proposal, this price shall remain Fixed, Firm and Valid for a period of Thirty (30) days from date of submission, and hereafter it may be subject to confirmation or review. Prices may be subject to currency exchange variations prior to acceptance of the customer's order.

4. Liquidated Damages

Liquidated Damages for contract works will be limited to a maximum of five percent (5%) of our original contract value excluded prime costs and contingency sums.

5. Limiting Liability

Global indemnities are unacceptable in the absence of an overall limitation of liability (excluding insurance related claims). Indemnities are not to include consequential losses or legal costs on any cost basis.

6. Asbestos /PCB's / Hazardous Substances

The tender price is based on the assumption that the work for which this tender is provided (The Works) will be executed in an asbestos / PCB / hazardous free environment. The builder/client shall accept full responsibility for the resolution of any problems and for delays and additional costs which may result from the presence of asbestos / PCB's/ hazardous substances or asbestos / hazardous contaminated materials in or about the site on which The Works or any part thereof are to be performed.

7. Hours of Work

a. MPE offer is based on 5 day 40 hour ordinary working week between Monday to Friday unless otherwise specified in the Proposal or Scope of Works. Outside these hours additional charges may apply.

OR

b. This offer provides for the work to be carried out on the basis of a 5 day ordinary working week, Monday to Friday inclusive, with a rostered day off every four weeks.

8. Warranty

We warrant MPE work for 365 days from date of practical completion. Such warranty is considered to be Null and Void should a second or third party tamper with or alter MPE's works.

Unless otherwise stated in MPE's proposal third party Vendor warranties will not apply to this quotation.

9. Retention

In lieu of normal cash retention, we elect to provide a Bank Guarantee (2 x 2.5% Bank Guarantees) as security to bond the whole of the contract for the specified period.

10. Variations

Reasonable period within which claim must be assessed (no stock piling of claims).

Reasonable period for submitting notices (back-to-back with the head contract minus 2 business days).

If there is a power to delete work the basis for costing deleted work must be the subcontractor's allowed cost, not the head costs.

11. Scope

Allowance only made for work shown on documents provided during the tender process (if additional documents not previously provided are referenced in the contract they are to be deleted).

12. OH&S

All MPE staff are required to work in accordance with our OH&S policy. We reserve the right to inspect a designated place of work and withdraw MPE staff if we judge that the working environment is unsafe.

13. Power of Attorney

MPE Group Pty Ltd will not relinquish its power of attorney rights for any contractual reasons.

14. Design

No responsibility for existing overall design (limited to minor items) unless paid to carry out design review or contract is a true design and construct.

No responsibility for overall fitness for purpose (eg. Capacity of system) unless paid to carry out design review or contract is a true design and construct.

15. Allowances

No allowance has been included for the payment of any SPECIAL ALLOWANCES to our employees engaged on this project unless specified in the Proposal. A requirement to pay such Allowances will therefore be treated as a variation.

16. Definitions

MPE is used as a reference for MPE Group Pty Ltd

17. Return of Product

No product is to be returned to MPE for credit or exchange or otherwise without prior acceptance by MPE. All returned products accepted by MPE are to be returned in the original packaging with all supplied manuals, discs and leads provided.

OR

Return of Goods

Special conditions may apply to the return of active equipment including a restocking fee. Any special conditions can be provided by us at the time of order acceptance. In all cases, goods returned will only be credited in full to the Customer's account if returned in the same condition as delivered to the Customer initially and if returned and received by us within 21 days from the initial delivery.

18. Tender Schedule

We enclose a priced tender schedule based on our interpretation of the requested price breakdown for your information. Please be aware this tender schedule is indicative only and not to be used for additions, deletions and progress claim valuations.

OR

Progress payment schedules and a detailed price break up will be submitted on favorable consideration of our proposal following on from agreement with your construction and procurement program.

19. Retention of Title

All goods remain the property of MPE until payment for such goods has been received by MPE in total.

20. Cancellation of Orders

Any committed purchase orders may be cancelled or rescheduled up to a maximum of three (3) calendar months from the scheduled installation start date. Any cancellation or rescheduling within the three-month period may be subject to a cancellation or restocking fee to a maximum of 15% of the total project value.

MPE will on every occasion of cancellation attempt to return all equipment at no cancellation fee to the Customer. There is however no commitment to this by MPE.

21. Acceptance

Quotations must be accepted in writing by an authorised representative of your organisation. Confirmation of acceptance can include fax, email or letter. Verbal confirmation will not be deemed as suitable notification of acceptance.

22. Additional Works

Any additional works to that specified in the agreed Scope of Works or MPE Proposal will be carried out on an "Hourly rate plus materials" basis or at an agreed price.

23. Proprietary Items and Documentation

All documents and items provided to the customer by us are proprietary items and documents and as such will remain our property until ownership is transferred by Agreement or placement of a Purchase Order. All documents and items are to be treated as commercial in confidence and trade secret and are not to be disclosed, discussed or shown to any party without our consent.

24. Force Majeure

We will not be liable for any delay or failure to perform our obligations under this offer caused by any Force Majeure event.

25. Exchange Rate

Unless otherwise stated all imported product pricing included in our submissions will be based on current market rates at the date of the submission. Fluctuations over and above plus or minus 3% will constitute a variation to the quoted amount.

26. Licensing

Unless otherwise stated in the MPE proposal, licensing for software, hardware or any other product dependent on a license or requiring licensing is not included in MPE's proposal.

27. Confidentiality

The Client/Customer agrees to keep confidential and or not to use or disclose any of the information contained within this offer.

28. Precedence

Should there be inconsistency between the Quotation and these Terms &

Conditions, then the Terms & Conditions will prevail to the extent of the inconsistency.

29. Applicable Law

The validity, interpretation and performance of this agreement shall be governed by the law of the state of works.

30. Entire Agreement

The Quotation & the Terms & Conditions constitute the whole agreement between the parties in relation to the subject matter and supersedes all other agreements whether written or verbal.

31. New Products: MPE warrants that the products and any spare parts under normal use and service will be free from defects in material and workmanship for the period of the manufacturer's warranty period. MPE will, without costs being incurred by the Customer, repair or replace at MPE's discretion, any parts which are found to be defective within this warranty and which are returned to MPE, provided that:

- a. The Customer has made MPE aware of the defective product within the specified manufacturer's warranty; and
- b. The product has not been damaged, subject to misuse, altered or repaired or improperly maintained by the Customer or any other party in a manner which MPE reasonably determines to have adversely affected performance or reliability

Any item replaced under warranty will carry a new product warranty from the date of replacement.

32. MPE offer is based on 5 days 40 hour ordinary working week between Monday to Friday unless otherwise specified in the Proposal or Scope of Works. Outside these hours additional charges may apply.