

TERMS AND CONDITIONS OF SALE

1. GENERAL

These terms and conditions apply to the sale by Progressive Controls Pty Ltd (PC) of all products and, where a quotation is made by PC, they shall form part of that quotation.

No variation or cancellation of any of these terms or conditions shall bind PC unless agreed to by PC in writing.

2. ACCEPTANCE:

Any instruction received by PC from the Customer for the supply of goods and/or the Customer's acceptance of Goods supplied by PC shall constitute acceptance of the terms and conditions of sale contained herein.

Where more than one customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

The Customer undertakes to give PC not less than fourteen days prior written notice of any proposed change in the Customer's name and/ or any change in the Customer's details (including changes in Directors, the customer's business address, telephone and facsimile business numbers).

3. TERMS OF PAYMENT

Subject to the terms of payment shall be net cash in full within 30 days of the end of the month of date of invoices.

The Customer shall not be entitled to withhold payment when it becomes due. Default in payment shall entitle PC to suspend deliveries or cancel undelivered portions of the order and to take proceedings for the collection of the outstanding amounts including costs, without prejudice to any subsequent claim PC may enter for non-fulfilment of the terms and conditions of sale.

4. PRICES:

All prices and price lists are subject to change without notice and all orders are accepted by PC on the condition that they will be invoiced at the prices ruling at the date of dispatch.

5. GST AND OTHER IMPOSTS

GST and other government imposts, when applicable, will be added to the invoice and deemed part of the purchase price.

6. DELIVERY AND RISK: All quoted delivery or consignment dates are estimates only and PC has no obligation to meet such dates. PC shall in no event be liable to purchaser by reason of delays caused by in any reason whatsoever.

Where the delivery is the responsibility of PC, the purchaser will pay PC delivery charges in accordance with PC's current rate, as at the date of dispatch. If the purchaser wishes to use its own carrier, delivery of products shall be ex PC's store and purchaser shall pay all freight and insurance costs ex PC's store. All products shall be at purchasers risk immediately upon delivery to purchaser's nominee or carrier.

7. TITLE OF PRODUCTS: PC shall retain title to all products supplied by it to purchaser ("Goods") until it has received payment in full of all sums due in the connection with the supply of all Goods by PC to the purchaser at any time. In the case of payment by cheque, bill of exchange, or note, title shall not pass to the purchaser until the same is honoured.

If payment for any goods is overdue, PC is entitled, without prejudice to any of its other rights and remedies to repossess Goods, and to enter into any premises upon which goods are stored, without notice, for this purpose.

Until such time as PC receives payment in full for any Goods, if the purchaser sells or receives any payment from a customer or insurer in respect of Goods, the proceeds (or claim thereto) shall be held by the purchaser on trust for PC. Nothing shall affect PC's rights as an unpaid seller.

8. PRODUCTS RETURN FOR CREDIT: No products will be accepted for credit without the prior consent of PC except for the extent that they have been wrongly supplied or oversupplied. Returned goods must be delivered to PC in a good order and condition, unused and in the original packaging accompanied by a dispatch note stating the original invoice number, date of supply and reason for return. Except where products have been wrongly supplied or oversupplied, a restocking charge of 20% of the original invoice may apply together with the

cost of freight.

Nonstock products may not be returned for credit unless not to specifications or otherwise not in accordance with any expenses or implied terms of the contract of sale.

9. PRIVACY:

By agreeing to PC's terms and conditions of sale you are in force agreeing that:

PC may disclose any information about you or your company to a credit reporting agency for the purpose and maintaining a credit information file about you or your company, and to other credit providers or a collection agent for the purpose of collecting overdue payments relating to credit owed by you and notifying defaults by you and , Obtaining and using information about your creditworthiness (including a consumer and commercial credit report) from a credit reporting agency, credit provider or other business that reports on creditworthiness for the purpose of assessing an application of collecting on overdue payments.

You (the customer) consent to PC being given a consumer credit report to collect overdue payment on commercial credit (Privacy Act 1988)

You (the customer) agree that PC may collect personal data about you or your company and use this information in all, but not limited to the following ways:

- a) Processing of any payment instructions, direct debit facilities and/ or credit facilities requested by you (the Customer)
- b) Enabling the day-to-day operation of your (the Customer's) account and provision of services and goods.

10. WARRANTY AND EXCLUSION OF LIABILITY: PC agrees to return goods for repair or at PC's options by replacement, defects which, under proper use , and in accordance with any instructions issued by the manufacturer, appear in products supplied by PC within the period of 12 months from the date of purchase from PC, solely as a result of faulty design, material or workmanship provided that: PC is notified promptly of any alleged defect by the purchaser:

Any repairs or alterations to the products which have not been performed by the manufacturer's authorised representatives will invalidate the warranty and; The warranty does not apply to defects due to normal wear and tear, improper installation, or products or components thereof which are intentionally or negligently damaged by other than the manufacturers authorised representatives.

11. THE COMMONWEALTH TRADE PRACTICES ACT 1974 AND FAIR TRADING ACTS: Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

12. DEFAULT AND CONSEQUENCES OF DEFAULT: PC reserves the right to charge interest on overdue invoices and to pursue legal action on overdue invoice payments. The Customer shall be liable for the costs of and not excluding the original invoice cost, cost of interest accrued or original invoice as well as other costs, and disbursements including on a solicitor and own client basis and in addition all of PC's nominees costs of collection.

In event of termination if: 1) the customer breaches or fails to observe any of the terms of these Terms and conditions; 2) the customer trades outside the Terms and conditions of the Customer credit facilities ; 3) The customer becomes insolvent, the customer enters into bankruptcy or PC notifies in writing the Customer of its view that the customer is in financial difficulties; 4) An administrator or receiver is appointed over all or any of the business undertaking of the customer or the customer is served with a statutory demand pursuant to the corporations law; or any grantor of the customer's indebtedness to PC revokes it's guarantee.

Where the Customer trades outside the Terms and conditions of the Customer's credit facilities , PC may, among other things, refuse to supply products to the customer irrespective of whether an order has been accepted or not and will not be liable for any loss resulting directly or indirectly from such action.