

GENERAL CONDITIONS OF SALE

The following are expressly included amongst the conditions of sale of ONBoard Solutions Pty Ltd herein referred to as the Seller.

- GENERAL EXEMPTION:** there is no condition or warranty other than that given by the manufacturer, expressed or implied as to the performance of any goods, or that they will be suitable for use under any specific conditions, or fit any specific purpose although such conditions or purpose may be known to the Seller.
- RETURN GOODS:** Goods accepted as being defective by the Seller, will upon return be replaced as originally ordered if practical, but shall not form the subject of any claim whatsoever by the customer except for the refund of any monies paid. Where goods are returned for any other reason a restocking fee of 15% is applicable. Goods are to be returned in resalable condition within 7 days of initial delivery. Any goods that are non stock items or specially manufactured are non returnable.
- DELIVERY:** Any time or date given by the Seller for delivery is made in good faith and intended as an estimate and is without responsibility for the consequences of delay.
- INDEMNITY:** The customer shall indemnify the Seller against loss, damage, or injury suffered by third parties arising out of the use of goods supplied.
- SHORT SUPPLY:** Claims for delivery of incorrect quantities must be written to the Seller within 10 days of supply. Such occurrence does not permit the customer to alter the original quantity unless by mutual agreement.
- ON APPROVAL GOODS:** In regard to merchandise sent to a customer for his inspection and evaluation, it shall be expressly understood that in the event of the return, subject goods shall be returned to the Seller on a pre-paid basis and shall be in reasonably unused and new condition, or subject repairs shall be chargeable to the customer.
- ENGINEERED EQUIPMENT:** We reserve the right to cancel any order for goods placed against the quotation, should the goods not function when built in accordance with the quoted specifications. In such case, the development costs of the equipment are to be borne by the Seller.
We warrant the material and goods supplied to a customer's order for engineered equipment to be as specified and of good quality. No specific time life shall be stated, since the results of good workmanship are of timeless age and good quality properly used, shall be self-evident.
- BREAKDOWNS & FAILURES:** We shall not be held responsible for the breakdown of failure of our installations, where such breakdown or failure is due to overloading, or operation of the equipment outside the limits of the specification, or in an incorrect manner which is outside the control of the Seller.
- CANCELLATION:** A contract once having been entered into shall not be broken other than by common consent of the parties concerned and on terms and under conditions, laid down by us and the cancellation fee shall be calculated to include all out of pocket expense including labour, materials, services, overhead expense, professional expense, and profit the Seller considers equitable in accepting a cancellation.
- EX WORKS:** A seller has the goods ready for collection at his premises (works, factory, warehouse, plant) on the date agreed upon. The buyer pays all transportation costs and also bears the risks for bringing the goods to their final destination. The seller does not load the goods on collecting vehicles and doesn't clear them for export. If the seller does load the goods, he does so at buyer's risk and cost. If parties wish seller to be responsible for the loading of the goods on departure and to bear the risk and all costs of such loading, this must be made clear by adding explicit wording to this effect in the contract of sale.
- FREE IN STORE:** Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination including import duties and taxes.

ONBoard Solutions Pty Ltd

Delivery Address 2 Salisbury Street, Botany NSW 2019, Australia
Postal Address PO Box 125, Botany NSW 1455, Australia
PY00026, rev 2, CO-19 RELEASED

Phone (61 2) 9695 1030 Fax (61 2) 9695 1944
www.onboardsolutions.com ABN 59 093 566 888

12. TITLE:

- a. Title in and to the goods shall not pass to the purchaser until payment in full for all goods is made.
- b. The purchaser acknowledges that until full payment is made for the goods, the Purchaser holds the goods as bailee of the Seller and that a fiduciary relationship exists between the Purchaser and the Seller.
- c. Until full payment is made for all goods, the Purchaser shall store the goods separately and in such a manner that they are clearly identified as the property of the Seller.
- d. The Purchaser acknowledges that if it sells any of the Seller's goods, it sells the goods as a fiduciary agent of the Seller provided that such sales shall not give rise to any obligations on the part of the Seller. The Purchaser shall hold the proceeds of sales on trust for the Seller and shall hold the proceeds in a separate account.
- e. Until full payment is made for all goods the Purchaser's implied right to sell the goods shall immediately terminate upon the happening of the following events:
 - i. The Purchaser being an individual commits an act of bankruptcy or has a controller or trustee appointed in respect of the Purchaser's estate or any of the Purchaser's property or assets;
 - ii. The Purchaser being a company passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against;
 - iii. A receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the Purchaser;
 - iv. Any distress or execution is levied upon or against any of the Purchaser's assets;
 - v. The Purchaser experiences any analogous event having substantially similar effect to any of the events specified above.

13. **CONTRACTS:** Shall be interpreted in accordance with and governed by the laws of the State of New South Wales and the parties hereby subject themselves to the jurisdiction of NSW courts and courts with appellate jurisdiction therefrom. Contracts are only entered into subject to the foregoing conditions of sale. Unless expressly accepted by the Seller in writing any terms and conditions of the customers which conflict with, or in any respect qualify, or negate these conditions shall be deemed to be inapplicable.

14. **CLAIMS:** No claim will be allowed unless made within 7 days of delivery. No goods accepted for return unless previously discussed and accompanied by a written request for credit.

15. PRICE:

- a. Unless otherwise stated in writing the price of the goods shall be the price ruling at the date of delivery.
- b. The Seller shall be entitled to adjust the selling prices of the goods, with suitable notice to the Purchaser prior to the delivery of goods, in the event of and to take account of any increase in the cost of any of the following items that affect the agreed selling price of the goods.
 - i. The Suppliers price to the Seller;
 - ii. Freight, including cost of over carriage;
 - iii. Insurance;
 - iv. Exchange rates;
 - v. Quarantine, customs or port charges; and duty, charge or ley in respect of the import of goods or charges in the classification or value of goods for customs purposes.

All amounts expressed or described by the Seller are GST exclusive amounts. If any GST (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time, 'GST') is payable by the Seller in respect of the supply of any goods or services or any other things to the Purchaser, then the amount expressed or described in the invoice ('Original Amount') is to be increased so that the Seller receives an amount ('Increased Amount') which, after subtracting the GST liability of the Seller on that increased amount, results in the Seller retaining the original amount after payment of that GST liability. The Seller will do all things reasonably available to it to minimise any increase in any original amount under this clause, and will do all things reasonably available to it to assist the Purchaser to claim on a timely basis any input tax credits (if any) the Purchaser may be entitled to claim for any acquisition of goods, services, or any other thing from the Seller. This includes the Seller maintaining its registered status for GST purposes, and issuing tax invoices for supplies on a timely basis as reasonably requested by the Purchaser.

ALL GOODS ARE SUBJECT TO THE TERMS & CONDITIONS HEREON AND THE CONDITIONS OF SALE ATTACHED

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