

ALEIS CONDITIONS OF SALE

1. In these conditions:
 - (1) 'Vendor' means Aleis International Pty Ltd ACN 081 411 734 of Cnr. Old Rosevale & Jandowae/Kingaroy Roads, Jandowae, Queensland, 4410 which is the seller of the goods.
 - (2) 'Factory' means the Vendor's principal place of business at Cnr. Old Rosevale & Jandowae/Kingaroy Roads, Jandowae, Queensland, 4410
 - (3) Purchaser' means the customer(s) described overleaf which is the purchaser of the goods.
 - (4) 'Goods' means the products and, if any, services specified overleaf.
 - (5) Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.
 - (6) Words denoting the singular number only include the plural number and vice versa; where reference to any gender includes every other gender and words denoting individuals include corporations.
2. These conditions (which shall only be waived in writing signed by the vendor) shall prevail over all conditions of the purchaser's order to the extent of any inconsistency.
3. The goods and all other products sold by vendor are sold on these terms and conditions.
4. Unless previously withdrawn, vendor's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty (30) days only after its date. The vendor reserves the right to refuse any order based on this quotation within 7 days after the receipt of the order.
5. The cost of any special packing and packing materials used in relation to the goods shall be at the purchaser's expense notwithstanding that such cost may have been omitted from any quotation.
6. The purchaser waives any claim for shortage or discrepancy of any goods delivered if a claim in respect thereof has not been lodged with vendor within seven (7) days from the date of receipt of goods by the purchaser.
7. All specifications, drawings, and particulars of weights and dimensions submitted by vendor are approximate only and any deviation shall not be taken to vitiate any contract with vendor or form grounds for any claim against vendor. The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the goods. Where specifications, drawings or other particulars are supplied by purchaser, vendor's price is made on estimates of quantities required. Should there be any adjustments in quantities above or below the quantities estimated by vendor and set out in a quotation, then any such increase or decrease shall be adjusted on a unit rate basis according to unit prices set out herein.
8.
 - (1) Any performance figures given by vendor are estimates only. Vendor shall be under no liability for damages for failure to attain such figures unless specifically guaranteed in writing and any such written guarantee shall be subject to the recognised tolerances applicable to such figures.
 - (2) The Customer acknowledges that frequency from other products, for example computer equipment, videos, loud speakers, some variable speed drives and other metal products, machinery or equipment which generates a frequency may affect the readers' performance. The supplier gives no warranty that in the event of any frequency disruption the goods will remain fit for the purpose intended. The supplier will not be liable for any claims made as a result of other equipment interfering with the performance of the goods whether on account of frequency disruption or otherwise.
9. Delivery dates mentioned are an estimate only and vendor shall not be liable for late delivery or non-delivery and under no circumstances shall the vendor be liable for any loss, damage or delay occasioned to the purchaser arising from late or non-delivery or late installation of the goods.
10.
 - (1) Delivery shall be ex-factory. The Purchaser must make its own arrangements for the transport of the goods from the factory and any assistance that the Vendor gives in transporting the goods shall not affect the rights of the Vendor under this Clause. Vendor is not responsible for any loss or damage to goods in transit.
 - (2) Risk in the goods shall pass to the Purchaser upon dispatch of goods from Vendor's Factory.
11.
 - (1) The Supplier's liability for goods manufactured by it is limited to making good any defects by repairing the same or at option by replacement, within a period not exceeding twelve calendar months after the goods have been dispatched provided that:
 - (a) defects have arisen solely from faulty materials or workmanship;
 - (b) the goods have not received maltreatment, inattention or interference;
 - (c) accessories of any kind used by the Customer are manufactured by or approved by the supplier;
 - (d) the seals of any kind on the goods remain unbroken; and
 - (e) the defective products are promptly returned free of cost to the supplier.
 - (2) If goods are not manufactured by vendor the guarantee of the manufacturer thereof shall be accepted by the purchaser and is the only guarantee given to purchaser in respect of the goods.
 - (3) Vendor shall not be liable for and purchaser releases vendor from any claims in respect of faulty or defective design of any goods supplied unless such design has been wholly prepared by vendor and the responsibility for any claim has been specifically accepted by vendor in writing and in any event vendor's liability hereunder shall be strictly limited to the replacement of defective parts in accordance with para 11(1) of these conditions.
 - (4) Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and vendor shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of vendor's negligence or in any way whatsoever.
12. Vendor's liability for a breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s 69) is hereby limited to:
 - (1) in the case of goods, any one or more of the following:
 - (a) the replacement of the goods or the supply of equivalent goods;

- (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (d) the payment of the cost of having the goods repaired; or
- (2) in the case of services:
- (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
13. Vendor's liability under section 74H of the Trade Practices Act 1975 is expressly limited to a liability to pay to the purchaser an amount equal to:
- (1) the cost of replacing the goods;
 - (2) the cost of obtaining equivalent goods; or
 - (3) the cost of having the goods repaired, whichever is the lowest amount.
14. Unless otherwise stated all prices quoted by vendor are net, exclusive of tax. Prices quoted are those ruling at the date of issue of quotation and are based on rates of freight, insurance, customs duties, exchange, shipping expenses, sorting and stacking charges, cartage, rate of weights, cost of materials and other charges affecting the cost of production ruling on the date the quotation is made and any alterations thereto either before acceptance of or during the currency of the contract shall be to the purchaser's account.
15. The purchase price in relation to goods shall be payable net and payment or balance thereof shall be made immediately upon delivery, or otherwise as agreed in writing.
16. Vendor reserves the following rights in relation to the goods until all accounts owed by the purchaser to vendor are fully paid:
- (1) legal ownership of the goods;
 - (2) to enter the purchaser's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
 - (3) to keep or resell any goods repossessed pursuant to (2) above;
- If the goods are resold, or products manufactured using the goods are sold, by the purchaser, the purchaser shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of vendor and shall pay such amount to vendor upon request. Notwithstanding the provisions above vendor shall be entitled to maintain an action against the purchaser for the purchase price and the risk of the goods shall pass to the purchaser upon delivery.
17. Any property of the purchaser under vendor's custody or control shall be entirely at the purchaser's risk as regards loss or damage caused to the property or by it.
18. Vendor reserves the right to make a reasonable charge for storage if the purchaser does not take delivery of goods within fourteen days of notification that the goods are ready for collection.
19. Vendor shall not be under any obligation to accept goods returned by the purchaser and will do so only on terms to be agreed in writing in each individual case.
20. All goods to be supplied by vendor shall be as described on the quotation overleaf and the description on such order modified as so agreed shall prevail over all other descriptions including any purchaser's specification or inquiry.
21. No order may be cancelled except with consent in writing and on terms which will indemnify vendors against all losses.
22. The contract for sale of the goods is made in the state of Queensland and the parties agree to submit all disputes arising between them to the courts of such state at any court competent to hear appeals there from.
23. The Purchaser shall pay all and any import duties, levies or imports and/or any sales, use, excise, gross receipts, value added, goods and services tax, property or other taxes or duties of any kind whatsoever assessed upon or relating in any way to the goods ordered by the Purchaser irrespective of the person, nation, state or authority requiring payment thereof.
24. If the Purchaser has not paid for any goods on the due date specified in this Agreement, without prejudice to any other right or remedy, all outstanding money shall bear interest on daily balances until paid at the rate of 1.5% per month and such money together with all interest shall be recoverable forthwith from the Purchaser.
25. The Purchaser charges as a fixed charge with the payment of all monies now or in the future becoming owing hereunder all his property both real and personal (other than property referred to in *Section 262 (i) of the Corporations Law*) and as a separate charge charges all his other property with the payment of all monies now or in the future becoming owing hereunder, provided that this second charge will be a floating charge in respect of the Purchaser's current assets but otherwise will be a fixed charge. The Purchaser irrevocably makes, nominates, constitutes and appoints, and in the place and stead of the Purchaser puts and deposes the Vendor and (if the Vendor is a corporation) the directors, general manager and secretary for the time being of the Vendor jointing and each of them severally to be the Attorney or Attorneys of Purchaser at any time after default as aforesaid has been made (sufficient proof of which will be the Statutory Declaration of the Attorney or Attorneys or either or any of them) to do all such things as may be required to consent to any Caveat or other like instrument under the Real Property Legislation of any other jurisdiction in the form prepared by the Vendor's Solicitor over any or all of the Purchaser's property and to execute a mortgage and/or charge or other like instrument under the Real Property Legislation of any other jurisdiction in such form and containing such terms and conditions as the Vendor may require over any or all of the Purchaser's property and from time to time to appoint a substitute or substitutes and such appointment or appointments at pleasure to revoke and another or other substitute or substitutes to appoint and generally to do, execute and perform any act, deed, matter or thing for that purpose as fully and effectually as the Purchaser could do and the Purchaser agrees to ratify and confirm all and whatever the said Attorney or Attorneys or any substitute or substitutes lawfully do or cause to be done for that purpose. The End Ver. 01.04.2006