

Terms of Trade

Unless expressly waived or varied by Neatrol Systems in writing, the following terms and conditions and warranties where applicable, shall be deemed to be expressly included in all sales contracts and agreements for sale of goods entered into by Neatrol Systems with any customer operating a credit account with Neatrol Systems.

PRICE

- 1.1 Neatrol System's list prices are subject to variation at any time prior to the written acceptance by the customer of a quoted sales price. Where a quotation is expressed to be valid for a fixed period of time, Neatrol reserves the right to refuse to accept any orders based on such quotation received by Neatrol Systems after the time specified in the quotation.
- 1.2 GST or other taxes are not included in the prices quoted unless otherwise stated. Where applicable, GST will be charged.
- 1.3 Prices quoted exclude freight and insurance. All goods are sold ex-Neatrol Systems Head Office.

ACCEPTANCE OF QUOTATION

- 2.1 Acceptance of a quotation must be made in writing. If the terms and conditions of the acceptance differ in any way from the terms and conditions specified in our quotation, then such acceptance shall be deemed to constitute a counter offer only and shall only bind Neatrol should the counter offer be expressly accepted by Neatrol in writing.

VARIATIONS

- 3.1 Any variations to specifications required by the purchaser following the acceptance by Neatrol of an order for goods may result in additional charges being imposed by Neatrol to the customer.

ORDERS

- 4.1 All orders, excepting cash sales, shall be made in writing on the customer's standard order form or letterhead and posted, handed to, E-Mailed to, or faxed to, the Neatrol Systems warehouse Manager.

MINIMUM INVOICE VALUE

- 5.1 Except in the case of cash sales trade at Neatrol's warehouse, customers will only be supplied where the order is for a net invoice of not less than \$100.00.

DELIVERY

- 6.1 Neatrol Systems will not be responsible for any losses or damages resulting from any delay in delivery occasioned as a result of strikes, shipping delays, lock-outs, late delivery of parts, acts of God or any other cause or causes beyond Neatrol's control.

LEGAL TITLE AND RISK

- 7.1 Ownership and title to the products shall remain with Neatrol until Neatrol has been paid all amounts due under the contract in question, and the customer agrees with Neatrol to keep the products as fiduciary for Neatrol and the customer shall store the products in a manner that clearly shows the ownership of Neatrol. The customer shall also give Neatrol every assistance in taking any measures required to protect Neatrol's right of property in the products or such other right in respect thereof as the law of the country in which the products are situated permits Neatrol to retain.

Notwithstanding anything contained in this clause, if the customer shall sell, agree to sell or otherwise dispose of any of the products supplied by Neatrol hereunder in the ordinary course of its business, then the property in and the right to quiet possession of each such product shall pass to the Purchaser of the product at the time and in the manner provided in or contemplated by the

contract agreement or understanding by which the products were sold, agreed to be sold or otherwise disposed of by the Customer.

ALL WARRANTIES

- 8.1 The liability of Neatrol in respect of goods sold other than any liability imposed by law, shall be limited to either the repair or replacement of the goods with equivalent goods, whichever in Neatrol's absolute discretion is the most appropriate.
- 8.2 Neatrol accepts no responsibility where Neatrol products are incorporated in assemblies comprising goods not manufactured by Neatrol for any faults or performance problems due to defects in the non-Neatrol components.
- 8.3 The amount of damages or compensation payable by Neatrol in respect of any cause of action at law or in equity in relation to goods sold by Neatrol to the purchaser shall be limited to the value of the goods sold to the purchasers.
- 8.4 The purchaser shall indemnify Neatrol against any liability at law or in equity to any third part in respect of goods sold by Neatrol to the purchaser and on-sold by the purchaser to third party.

CLAIMS, RETURNS AND ALLOWANCES

- 9.1 Any claim in respect of goods sold by Neatrol must be received by Neatrol in writing within seven (7) days from the day on which the goods were dispatched, with the exception of claims for non-delivery, which must be received by Neatrol in writing within fourteen (14) days from the date of the relevant invoice. All claims must set out relevant invoice numbers and delivery dates.
- 9.2 All freight charges in relation to any goods sold or returned shall be met by the purchaser.
- 9.3 A restocking fee of 30% shall apply to any goods returned to Neatrol. A non cashable credit to the value of 70% of the purchase price of the items returned shall be applied to the account of the company returning the goods once they have arrived at our head office and the goods are found to be in merchantable condition.

PAYMENT

- 10.1 All invoices are to be settled in full within thirty (30) days from the last day of the month in which the invoice is raised. Neatrol reserves the right to refuse to supply further goods to any customer who fails to settle an invoice within thirty days of the month in which the goods were invoiced. Interest will be charged on overdue accounts at the interest rate of two per cent per month or part thereof.

GST

- 11.1 GST will be charged where applicable at rates determined by the Australian Taxation Office unless the goods sold are directly exported by Neatrol to a customer in a foreign country.

DISPUTES

- 12.1 Any dispute arising out of or connection with any sales subject to these terms of trade shall be governed by the laws of Western Australia and the forum for the determination of any such dispute shall be a court of competent jurisdiction in Perth.