

## CONDITIONS OF SALE

**INTERPRETATION:** In these terms and conditions unless the context otherwise requires:

"the Company" means GPSAT Systems Australia Pty. Ltd. and/or any of its subsidiary or related companies.

"the Buyer" means a person, a business, a company or a party to any contractual arrangement with the Company subject to these terms and conditions.

"delivery" means collection of the goods from the Company's premises by or on behalf of the Buyer.

"Ex Works" means that the Company's only obligation is to make the goods available to the Buyer at the Company's usual point of delivery of such goods for loading on the conveyors to be provided by the Buyer. The Buyer shall bear the full cost and risk involved in bringing the goods from the Company's works or factory to the Buyer's desired destination.

"Indent Order" means an order placed with the Company by the Buyer whereby the Company, in order to satisfy that order, is required to specifically purchase goods or services from a third party because such goods or services are not usually stocked or provided by the Company. "Standard Products": means the products usually stocked by the Company.

"Goods": means all goods supplied by the Company to the Buyer. "Services": means all services supplied by the Company to the Buyer.

"Return of Materials Authorisation": means the document approved and issued from time to time by the Company authorising the return of goods by the Buyer to the Company in accordance with the terms and conditions contained thereon. "Sales Contract" means the contract made between the Company and the Buyer for the supply of goods or services.

"Vital / Essential": means affecting / jeopardising life or exceedingly important to success.

**GENERAL:** These terms and conditions are deemed to be incorporated into all sales contracts (expressed or implied) for the supply of goods and services to the Buyer and supersede all terms and conditions previously issued by the company. No sales contract for the supply of goods or provision of services shall exist between the Company and the Buyer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by the company. Any order placed by a Buyer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Buyer's order.

**TERMS OF PAYMENT:** The terms of payment are cash on delivery unless otherwise expressly agreed in writing by the Company. In the event that the Company agrees in writing to payment other than cash on delivery, the Company reserves the right to charge interest on overdue amounts owing to it without prior notice to the Buyer at a rate of two per centum (2%) per month or at such other rate as may be fixed from time to time by the Company such interest to be computed from the date a payment becomes overdue until payment of such monies is received in full. The Company reserves the right to set a minimum invoicing value from time to time at its discretion and reserves the right to withhold at any time supply to the Buyer of further goods or the provision of services in the event the Buyer fails to comply with the Company's terms of payment or for any other reason.

**PRICES:** Unless otherwise agreed by the Company in writing pursuant to quotation the price for goods supplied and services provided shall be the Company's current price list for such goods or services as at the time of delivery of goods or provision of services. Any quotations given by the Company are subject to written confirmation. All prices and quotations are given Ex Works the Company and are exclusive of any tax, impost, duty or other levies. The costs of freight of goods shall in all circumstances remain the exclusive responsibility of the Buyer. The Company reserves the right at any time between the time of quotation and/or order and the date of delivery of the goods or provision of services to make reasonable adjustments to prices and quotations given where there has occurred fluctuations in the Company's cost for labour, materials, goods or transport. In the event of fluctuations or changes in exchange rates or duties the Company reserves the right at any time between the time of quotation and/or order and the date of delivery and/or invoicing of the goods or provision of services to increase its selling price for such goods or services.

**DELIVERY:** Date and times quoted for delivery and/or installation of goods or the provision of services are estimates only and the Company shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or install or for delay in delivery or installation or the provision of services arising from any circumstances of what so ever nature which are outside the Company's control including but without limiting the generality of the foregoing, fire, flood, explosion, strike, lockout or other industrial act or dispute or the breakdown of or accident to plant unavailability or shortage of raw material labour, power supplies or transport facilities or act God or any order or direction of any local State or Federal Government or governmental authority or instrumentality. The Buyer shall not be relieved of obligation to accept or pay for goods or services by reason of any delay in delivery dispatch or performance. The Company reserves the right to deliver by way of instalments and each instalment shall be deemed to be sold under a separate sales contract. Failure to deliver any instalment shall not entitle the Buyer to rescind or repudiate the sales contract.

**CANCELLATION:** Subject to the prior written approval of the Company the Buyer's sales contract may be cancelled completely or in part provided that a cancellation fee of twenty per centum (20%) of the value of the cancelled sales contract (with a minimum fee of one hundred dollars), shall be payable by the Buyer. Such fee shall become immediately due and payable upon cancellation. The Company will not accept the cancellation or alteration of any indent orders or orders to be undertaken by the Company pursuant to the Buyer's own specifications or requirements.

**RETURN OF GOODS:** Subject to the prior written approval of the Company pursuant to a Return of Materials Authorisation the Buyer may return any goods provided that such goods are returned (with specific identification of the goods so as to correspond with details contained on the Return of Materials Authorisation) within fourteen days from the date of delivery and the goods are in the same condition as when originally delivered to the Buyer; the Buyer pays to the Company a restocking fee of not less than 20 per centum (20%) of the invoiced value of the goods (with a minimum fee of one hundred dollars), and all freight charges in respect of the returned goods have been prepaid by the Buyer. The Company will not accept the return of any indent order or orders undertaken by the Company pursuant to the Buyers own specifications or instructions.

**PACKAGING:** All prices quoted include standard packaging. Any special packaging shall be charged to the Buyer.

**DEFAULT:** If the Buyer makes default in any payment, commits any act of bankruptcy or enters into involuntary liquidation or any scheme of arrangement with its creditors the Company may at its option withhold further deliveries or cancel any sales contract for the supply of goods or the provision of services without prejudice to its rights thereunder.

**IMPLIED TERMS:** All warranties and conditions expressed or implied by statute common law equity trade custom or usage or other wise howsoever are to the extent permitted by law expressly excluded from the sales contract. The Buyer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the sales contract whether as to the fitness of the goods for any particular purpose or any other matter. The Buyer acknowledges that without relying upon the skill or judgement of the Company or any person purporting to act on its behalf it has determined that goods conforming to the contract description will be fit for its purposes. Any the description of the goods used in the sales contract is for identification only and shall not constitute a contract of sale by description. The provisions of this clause shall not apply insofar as their application is prevented by the Trade Practices Act 1974 as amended or any other State or Territory laws.

**LIMITATION OF LIABILITY:** Save as expressly provided for in the sales contract the Company shall not be liable to the Buyer or the Buyer's servants agents or representatives for any direct indirect incidental or consequential loss or damage of any nature howsoever caused (whether based on tort or contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of the sales contract and in no event shall any claim be recognised unless the claim is in writing and received by the Company within fourteen days (14) of the date of delivery. The provisions of this clause shall not apply insofar as their applications is prevented by the Trade Practices Act 1974 or any other State or Territory laws. Notwithstanding anything herein contained and subject to the qualifications contained in section 68A of the Trade Practices Act 1974 and sections 97 and 110 of the Goods (Sales and Leases) Act 1981 if the Buyer is a "consumer" as defined in the Trade Practices Act or the transaction being performed under the sales contract is a sale as defined in the Goods (Sale and Leases) Act and the goods being supplied herein are other than of a kind ordinarily acquired for personal domestic or household use or consumption the liability of the Company for a breach of a condition or warranty implied by Division 2 or Part V of the Trade Practices Act or Divisions 2 or 3 of the Goods (Sales and Leases) Act (not being a condition or warranty implied by Section 69 of the Trade Practices Act or Sections 86 and 103 of the Goods (Sales and Leases) Act) is limited to the replacement of the goods or the supply of the equivalent goods or the repair of the goods.

**TITLE AND RISK:** Risk in the goods purchased shall unless otherwise agreed in writing pass to the Buyer upon delivery of the goods to the Buyer or his agent or to a carrier commissioned by the Buyer. Title in each unit of the goods purchased shall pass to the Buyer only upon payment in full of the sales contract invoice price. Until the date of payment in full the Buyer agrees if it mixes the goods sold hereunder or if the goods become constituent of any other object the Company will have ownership of the mixed goods or other objects until the Buyer has paid all that is owing to the Company. If the Buyer sells the goods hereunder either individually or mixed with any other object with which the goods have become constituent the Buyer agrees that it sells such goods or objects as agent for the Company and remains accountable to the Company until all sums owing to the Company in relation to those goods have been paid.

**LIEN:** In addition to any Lien to which the Company may by statute or otherwise be entitled the Company shall, in the event of the Buyer failing to pay any outstanding account by the Buyer to the Company or the Buyer entering into any scheme of arrangement with its creditors or going into receivership or liquidation (save for the purpose of reconstruction), be entitled to a general lien on all property or goods belonging to the Buyer in the companies possession (although such goods or some of them have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer under this or any other contract.

**WAIVER:** Failure by the Company to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or any rights the Company may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.

**LICENCES AND PERMITS:** All goods sold and services performed by the Company on the understanding that all licences and permits under all relevant statutes ordinances rules and regulations have obtained by the Buyer, the Buyer will ensure that the installation and use of the goods and the performance of any services by the Company and the Buyer meets all statutory requirements.

**PATENTS:** The Buyer warrants that any designs specifications or instructions furnished to the Company shall not be such as will cause the Company to infringe any patent, industrial design copyright or trademark in the execution of the Buyer's order. The Buyer hereby indemnifies and forever holds the Company harmless against any infringement or unauthorised use of any such patent, industrial design, copyright or trademark. The sale and purchase of goods shall not confer on the Buyer any licence or rights under any patent, industrial design, copyright or trademark the property of the Company.

**PERFORMANCE:** Any figures or estimates given for performance of goods are based upon the Company's experience and are such as the Company would expect to obtain on test. The Company will only accept liability for failure to comply with the figures or estimates given when such figures or estimates are guaranteed in writing within specified margins.

**SUBCONTRACTING:** The Company reserves the right to sub-contract, manufacture and/or supply on any part of the goods quoted or on any materials or services to be supplied.

**AIRCRAFT USE:** It is a condition of the sales contract that the Buyer shall not use the goods for the installation in or in association with aircraft. In the event the goods are so incorrectly used, the Company shall be exempt from all liability whatsoever and the Buyer hereby indemnifies and forever holds the Company harmless in respect of any claims, demands, suits or proceedings whatsoever resulting from such misuse of the goods.

**VITAL / ESSENTIAL NAVIGATION:** Subject to the prior written approval of the Company, it is a condition of the sales contract that the Buyer shall not use the goods for the installation in or in association with systems used for vital / essential navigation. The Buyer acknowledges the goods shall be used as "an aid to navigation only", and shall in all circumstances remain the Buyer's exclusive responsibility. In the event the goods are so incorrectly used, the Company shall be exempt from all liability whatsoever and the Buyer hereby indemnifies and forever holds the Company harmless in respect of any claims, demands, suits or proceedings whatsoever resulting from such misuse of the goods.

**UNITED STATES OF AMERICA EXPORT ADMINISTRATION REGULATIONS:** The Buyer acknowledges that some United States of America manufactures impose restrictions on ultimate destination of their products in compliance with the United States Export Administration regulations. The Buyer agrees to comply with such regulations and hereby agrees to forever hold harmless and indemnify the Company in respect of any damage or loss howsoever arising as a result of the Buyers breach of the same.

**GOVERNING LAW:** These terms and conditions of sale including the sales contract evidenced thereby shall in all respects be governed by and construed in accordance with the laws of the State of Victoria Australia and the Company and the Buyer hereby submit to the exclusive jurisdiction of the courts of the State of Victoria Australia and none other.