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 any 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. “the contract price” means the price payable in respect of the goods or services supplied to the Buyer. “the goods” means the goods offered for sale by the Company, the goods sold or provided 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 obtaining the goods and the Company may sell the goods and re-invoice the Buyer for such costs. “In default of any contract” means an order placed with the Company by the Buyer whereby, in order to satisfy that order, is required to specifically purchase goods or services from a third party because the goods are not available to the Company or otherwise provided by the Company. “State” means a state of Victoria Australia. “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 therein. “Sales Contract” means the contract made between the Company and the Buyer for the supply of goods or services. “Waiver” means a written waiver 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. The 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 supplied 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 the Company has previously agreed in writing or which terms and conditions shall be subject to these terms and conditions unless a different or additional variation in writing or which terms and conditions are 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.

TEMS 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 percent (2%) per month or at such other rate as the Company may from time to time determine. Goods shall remain the property of the Company until payment has been made and if any other object or property is purchased or used in payment or as security for such goods or services.

DELIVERY: Date and times quoted for delivery and/or installation of the goods or the provision of services are estimates only and the Company shall not be liable for any loss or damage however arising as a result of any consequence of any failure to deliver or so delay in delivery or installation or the provision of services arising from any circumstances of whatever nature which are outside the Company’s control including but not limited to any act of God, act of any governmental or local authority, industrial dispute, riot, war, civil commotion, act of violence, act of fire, flood, accident or other event which is beyond the Company’s control. The Company reserves the right to set a minimum invoicing value from time to time at its discretion and reserves the right to withhold until any time amount to the Buyer of further goods or the provision of services in the event the Buyer fails to comply with the terms of the Company’s payment or of any other nature.

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 for the delivery of goods or provision of services. Any modifications are 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.

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 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% 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.

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 or representatives for any direct or indirect incidental or consequential loss or damage of any nature however caused (whether based on tort or contract or otherwise) including but not limited to loss of profits, loss of production, loss of opportunities or reputation or loss of any kind whatever and will not be liable in any event for any claim however arising, except for 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 they are inconsistent with the Trade Practices Act 1974 or other applicable State or Territory laws.

PATENTS: The Company 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 copyright in the form of images or drawings. In the event that the Company holds the goods or the materials or services to be supplied shall be cancelled against an order or if the Buyer shall repay to the Buyer or shall be discharged or the Buyer in consideration of a written agreement by the Buyer that it will sell such goods or objects as agent for the Company and remains accountable to the Company in relation to those goods have been paid.

WHI: In addition to any lien to which the Company may be subject or otherwise be entitled the Company shall, in the event of the Buyer failing to pay any outstanding account due to the Buyer or the Buyer or the Buyer entering into any scheme of arrangement with its creditors or its creditors or going into liquidation or the 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 supplied 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 a different or additional variation in writing or which terms and conditions are 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.

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 whatever 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 destinations 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.