

PURCHASE ORDER TERMS AND CONDITIONS

DEFINITIONS:

"Buyer" means Industrial Progress Corporation T/A Metroof Bunbury.

"Seller" shall mean the person, corporation or organisation from whom the Goods specified in the Purchase Order are to be purchased.

"Goods" means all goods, products or services whatsoever and howsoever constituted, ordered by the Purchase Order.

COMPLETE AGREEMENT:

This Purchase Order, including these terms and conditions and any specifications or attachments hereto (hereinafter called "the Purchase Order") constitutes the entire agreement between the parties. The Seller's quotation is incorporated in and made a part of the Purchase Order only to the extent of specifying the nature and description of the goods ordered. No other terms and conditions shall be binding unless specifically accepted in writing by Buyer. Seller's written acceptance or commencement of any work in respect of the Purchase Order shall constitute acceptance of the terms and conditions of the Purchase Order.

PRICE AND PAYMENT:

- a) The price shall, unless otherwise specified in the Purchase Order be the aggregate of the price for the Goods and the charges for packing, loading, freight, and all taxes and duties required to be paid for the Goods. Taxes, and duties shall be shown as separate items on invoices. Seller will issue if applicable at time of delivery to Buyer, an invoice to reflect Goods and Services Tax in a form prescribed by law or regulation.
- b) Payment of the price will be made in accordance with the applicable provisions of the Purchase Order and in the absence thereof at the customary or usual time in the relevant industry. Unless otherwise specified, payment terms will be computed from the date of delivery of the Goods, or the date of receipt of correct and complete invoices, whichever is later, for the quantities specified in Buyer's delivery schedule and Seller's cash discount privileges to Buyer shall be extended until payment is due.
- c) Buyer reserves the right to set off any amount owing under any Purchase Order.

CHANGES AND CANCELLATIONS:

- a) Buyer may, by written notice, make changes in the specifications and increase or decrease the quantities ordered and Seller agrees to promptly make such changes and if such change affects the cost or the time for performance, an equitable adjustment shall be made.
- b) In addition to any other right of Buyer to cancel or terminate the Purchase Order, Buyer may terminate the Purchase Order by written notice as to all or any part of the Goods not dispatched prior to receipt by Seller of such notice. For goods that are standard manufactured items, Buyer's only obligation shall be to pay for Goods already dispatched to Buyer. For goods to be specially manufactured for Buyer, Seller shall stop work on receipt of notice of termination or as directed by Buyer. Buyer shall pay reasonable costs incurred by Seller directly connected with the Purchase Order up to the date of notice of termination. Such payment shall not exceed the total price of the Purchase Order and be reduced by any refunds or salvage values and the amount of any previous payments to Seller. Buyer reserves the right to audit Seller's costs and the basis for payment claimed by Seller.

INSPECTION-NONCONFORMANCE:

Buyer shall have the right to inspect and test the Goods at any time during manufacture and prior to dispatch and to final inspection within a reasonable time

from the use of the Goods. The acceptance by Buyer of the Goods shall occur after such final inspection and subject to a satisfactory count. The making or failure to make any inspection of, payment for, or receipt of the Goods, shall in no way impair Buyer's right to reject the Goods which do not comply with the Purchase Order or to avail itself of any other remedies to which Buyer may be entitled.

DEFAULT-INSOLVENCY-TERMINATION:

If Seller defaults or fails or neglects to comply with the Purchase Order in any respect or in the reasonable opinion of Buyer becomes insolvent, Buyer may terminate without incurring any liability whatsoever to Seller the Purchase Order or the undelivered part thereof and shall be entitled to damages suffered by it from Seller.

GENERAL WARRANTY AND LIMITATIONS:

The Seller warrants that the Goods are of merchantable quality fit for the particular purpose for which they are sold and to conform to specifications and tolerances provided in the applicable industry standards, the Purchase Order and/or Sellers published standards and comply with all applicable laws and regulations.

- a) Should any of the Goods sold hereunder be found not to meet the foregoing warranty.
 - i) Buyer may return the Goods and obtain a full refund, or
 - ii) Buyer is entitled at its election to replacement of the Goods conforming to this warranty.
- b) Seller shall without limitation indemnify the Buyer for all costs incurred and any loss or damage suffered by Buyer as a result of breach of any warranty contained in this Clause 7.

NONWAIVER:

Failure of Buyer to insist upon strict performance of any of the terms and conditions hereof or failure or delay in exercising any rights or remedies provided herein or by law or to notify Seller in the event of breach, or the acceptance of or payment for the Goods, or approval of the Goods, shall not release Seller from any of the warranties or obligations under the Purchase Order, and shall not be a waiver of any right of Buyer.

PATENT INDEMNITY:

Seller shall indemnify Buyer and its customers from any expenses, losses, costs or damages if the Goods or the use thereof for the purpose of which the Goods are used infringes any patent trademark or copyright and Seller shall bear the costs of the defence of Buyer in relation to and claims of the infringement, provided that Buyer shall notify Seller of any such claim.

INSURANCE:

Seller shall maintain public liability, worker's compensation, property damage, and other necessary insurance in sufficient amounts. Seller will protect and indemnify Buyer against all claims which may arise in connection with the fulfillment of the Purchase Order. Any limitation of the liability of Seller incorporated in Seller's delivery dockets or other instruments shall be entirely ineffective and unenforceable.

SHIPPING DELIVERY RISK-TITLE:

- a) Seller shall suitably pack, mark and ship in accordance with instructions, if any, from Buyer and the requirements of carriers to secure the lowest transportation costs. Seller shall be liable for any difference in freight charges or damages to the Goods by its failure to comply therewith.
- b) Time is of the essence for delivery of the Goods. If the Goods are not delivered in the time specified in the Purchase Order, the Buyer may at Buyer's option:

- i) refuse to accept the Goods and terminate the Purchase Order.
- ii) cause the Seller to deliver the Goods by the most expeditious means with any additional delivery charges to be borne by the Seller.
- c) The Goods shall remain at the Seller's risk until delivered to Buyer.
- d) The Goods in transit are at Seller's risk and insurance shall be Seller's responsibility unless expressly provided otherwise.
- e) Title in the Goods shall pass to Buyer upon delivery to Buyer.

APPLICABLE LAW:

The definition of terms used, interpretation of the Purchase Order and rights of all parties herein shall be construed under and governed by the laws of the State of Queensland. If any provision of the Purchase Order is invalid under applicable law such provision will be deemed deleted.

NO ASSIGNMENT:

Seller shall not assign any of its rights under the Purchase Order or mortgage or charge any such rights.