

RENDETECH LIMITED

GENERAL CONDITIONS OF SALE

1. DEFINITIONS:

"Company" means Rendertech Limited.

"Conditions" means the terms and conditions set out in this document and in the Quotation.

"Customer" means the purchaser of the Goods and Services specified in the Quotation.

"Delivery Date" means the date specified in the Quotation for delivery of the Goods or completion of the Services.

"Delivery Point" means the place to which the Goods will be delivered as specified in the Quotation.

"Goods" means the goods specified in the Quotation to be supplied to the Customer by the Company.

"Intellectual Property" means the copyright subsisting in the Goods and any written material supplied in relation thereto and all patents, trade marks and industrial designs (whether registered or not) and all confidential information and trade secrets concerning or relating to the Goods or the Services.

"Price" means the price to be paid by the Customer for the Goods and Services specified in the Quotation.

"Quotation" means the quotation forwarded by the Company to the Customer specifying the Goods and Services to be supplied to the customer and the Price for those Goods and Services.

"Services" means the services specified in the Quotation to be supplied to the Customer by the Company.

2. ACCEPTANCE

Any instructions received by the Company from the Customer for the supply of Goods and Services shall constitute a binding contract and acceptance of the conditions contained herein.

3. PRICE

The quoted Price is exclusive of delivery charges and GST unless otherwise stated. The Price is based on currency exchange rates, import duties, freight charges, and costs of materials and labour as at the date of the Quotation.

The Company reserves the right to pass on any variations in costs incurred by the Company arising between the date of quotation and when the cost is incurred.

4. VALIDITY

Unless previously withdrawn, the Quotation will be valid for 30 days from date of issue.

5. PAYMENT

Payment is due on the 20th of the month following the date of the invoice ("the due date"). Interest may be charged on any amount owing after the due date at 2% per month or part month.

6. DESCRIPTIONS

Descriptions, photographs, illustrations, weights, dimensions and any other particulars given in the Quotation, or descriptive literature, represent generally the Goods and Services offered but are subject to alteration without notice by the Company.

7. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that the company owns full right, title and interest in and to the Intellectual Property and agrees that it shall not at any time, by act or omission, do anything that will detrimentally affect the Company's rights in and to the Intellectual Property.

8. CONFIDENTIALITY

The Customer acknowledges that information concerning the Goods, the Services and Intellectual Property disclosed to it by the Company is proprietary, confidential and a trade secret of the Company. The Customer shall not and shall not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person without written consent of the Company. This clause shall not apply to any information generally available to the public or the information is required to be disclosed by law.

9. DELIVERY

The Company shall endeavour to deliver the Goods and complete the Services by the applicable Delivery Date. The Company shall in no event be liable to the Customer by reason of delays in delivery caused by any reason whatsoever.

10. RISK AND TITLE

Risk in the Goods shall pass to the Customer immediately upon delivery to the Customer or the Customer's nominee or carrier.

Title in the Goods shall not pass to the Customer until payment has been paid in full for all Goods supplied by the Company and for all other sums due to the Company by the Customer.

In the event that the Goods are attached, fixed or incorporated into other goods, so they are no longer identifiable or separable then title in the composite goods shall be deemed to be assigned to the Company as security for the full amount owing to the Company by the Customer.

11. CANCELLATION

Orders arising from the Quotation are on a firm basis and cannot be cancelled without consent of the Company. Cancelled orders will be subject to a 20% cancellation fee plus all committed costs and expenses incurred by the Company in fulfilling the order up to the date of cancellation.

12. WARRANTY

The Company warrants the Goods to be free of defects in workmanship and material under normal and proper use for a period of 6 months from delivery. The warranty on components supplied by other manufacturers is limited to that provided by the original manufacturer.

The Company's liability (if any) shall be limited, at its option, to replacement or repair of the Goods.

13. PERSONAL PROPERTY SECURITY ACT 1999

The Customer acknowledges that the Conditions create a security interest in the Goods described in the Quotation as security for all the obligations owed by the Customer to the Company and this security is registerable on the Personal Properties Securities register.

At the request of the Company the Customer shall promptly execute any documents and do anything else required by the Company to ensure the security interest created under the Conditions constitutes a first ranking security interest of the Products.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Rendertech Ltd agreeing to supply equipment and services and grant credit to the customer, also sign this contract in their personal capacity and jointly and severally personally guarantee and undertake to Rendertech Ltd the payment of any and all other monies now or hereafter owed by the customer to Rendertech Ltd. Any personal guarantee made by any party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.

15. FORCE MAJEURE

The obligations of a party under the Conditions, other than the obligation to pay money, shall be suspended during the time and to the extent that the party is prevented or delayed in complying with the obligations by force majeure and the parties shall not be liable for any failure to fulfil their obligations caused by force majeure.

Force majeure means a circumstance beyond the reasonable control of a party which occurs without the fault or negligence of the party affected and includes inevitable accident, storm, flood, fire, earthquake, explosion, peril or navigation, hostility, war, insurrection, labour disputes, government prohibition or restriction, breakdown or damage to or confiscation of property.

16. LIMITATION OF LIABILITY

The Company shall have no liability whatsoever for any incidental or consequential damages, including but not limited to the loss of business, profits or use arising out of or in connection with the Goods or Services.

17. GOVERNING LAW

The Conditions shall be governed by the Laws of New Zealand.

ADDITIONAL CLAUSES APPLICABLE FOR SITE CONTRACTS

SITE ACCESS AND FACILITIES

The Customer shall provide, free of cost to the Company, access and possession of the site, accept delivery of and provide secure storage against pilferage and weather for the Goods, materials, and the Company's tools and plant.

The Customer shall also provide, free of cost to the Company, light power, water, toilet and washing facilities and any other accommodation reasonably required by the Company.

SITE PAYMENTS

The Company's Quotation is based on payment of site personnel in accordance with current ruling rates and allowances within the engineering industry.

If it is necessary for the Company to make any payment or allowance to progress the work which is specific to the Customer's site or project then such payment will be additional to the quoted price.

EXTRA COST

Should the Company incur extra costs arising from suspension of the work by instruction of the Customer or lack of instructions, interruptions, delays, unusual working hours for which the Company is not responsible, or any other site condition the Company could not have reasonably foreseen at the time of quotation then extra costs incurred will be additional to the quoted price.