

1. Definitions

1.1 "Goods" means the products appearing on the front of this document.

"GST" means any tax imposed by or through A New Tax System (Goods & Services Tax) Act 1999 and any related tax imposition act (when imposing tax as a duty of customs, excise or otherwise, and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by such Acts; and any input tax credit is disregarded.

"It" includes, where the context requires, "he", "she", "him" or "her"

"its" includes, where the context requires, "his" or "her"

"Purchaser" means the purchaser named on the front of this docket, the person who signs this purchase order and any person or entity for and on behalf of whom the purchase order is signed.

"Seller" means Rextel Pty Ltd ACN 010 697 659

2. Limitation of Liability

2.1 Except as provided by Clause 2.2:

(a) all terms, conditions, warranties, undertakings, inducements or representations, whether express, implied, statutory or otherwise relating in any way to the goods supplied under this agreement, which are not expressly stated in this agreement are expressly excluded;

(b) The seller shall not be liable to the purchaser for any breach of this agreement, or in connection with this agreement. The seller shall not be under any liability to the purchaser in respect of any loss or damage (including consequential loss or damage howsoever caused (whether by the seller's negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the goods the subject of this agreement.

2.2 Where the purchaser is a "consumer" as defined by the (Commonwealth) Trade Practices Act 1974, or any State law to a similar effect, then certain terms and rights ("the prescribed terms") will be implied under these terms and conditions for the benefit of the consumer, which terms and rights and any liability of the seller flowing from them cannot be excluded, rescinded or modified by any provision of these terms and conditions.

2.3 Subject to the prescribed terms, the liability of the seller for any breach of any prescribed term shall be limited to, at the option of the seller:

(a) The replacement of the goods or the supply of equivalent goods;

(b) The repair of the goods;

(c) The payment of the cost of replacing the goods or of acquiring equivalent goods;

(d) The payment of the cost of repairing the goods.

Unless the purchaser establishes that it is not fair and reasonable for the seller to rely on this term.

3. Retention of Title

3.1 It is expressly agreed that title to the goods shall not pass to the purchaser until payment in full of the purchase price;

3.2 The purchaser may re-sell but only as a fiduciary agent of the seller. Any right to bind the seller to any liability to any third party by contract or otherwise is however expressly negated. Any such re-sale is to be at arms length and on market terms and pending re-sale or utilisation in any manufacturing or construction process, is to be kept separate from its own, properly stored, protected and insured.

3.3 The purchaser will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such goods in trust for the seller and will keep the proceeds in a separate account until the liability to the seller shall have been discharged.

3.4 The seller is to have power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by the purchaser to the contrary.

3.5 In the event that the purchaser uses the goods in some manufacturing or construction process of its own or some third party, the purchaser shall hold such part of the proceeds of such manufacturing or construction process as relates to the goods in trust for the seller. Such part shall be deemed to equal in dollar terms the amount owing by the purchaser to the seller at the time of the receipt of such proceeds.

3.6 Until payment in full of the purchase price payable under this agreement has been made by the purchaser, the purchaser authorises and permits the seller by its servants, agents, or any other person appointed by it to enter upon the premises of the purchaser and remove the goods.

4. GST

The purchase price is inclusive of GST.