

THE NOVASYS GROUP PTY LTD
TERMS AND CONDITIONS OF SALE

1. For the purposes of these terms and conditions and any quotation incorporating same the following definitions shall apply:
 - (a) "NG": THE NOVASYS GROUP PTY LTD (ABN 61 066 861 943) the registered office of which is 31/756 Burwood Highway, Ferntree Gully in the State of Victoria in the Commonwealth of Australia trading as COLOUR TECHNOLOGIES AUSTRALASIA and COLOUR SERVICE and its Transferees and permitted assigns.
 - (b) "the buyer": The party to whom any NG quotation incorporating these terms and conditions of sale is addressed and its Transferees and permitted assigns if the buyer is a company or the respective heirs executors administrators and assigns of any party to this Contract who is not a company.
 - (c) "the goods": The equipment specified in any NG quotation incorporating these terms and conditions of sale.
 - (d) "GST": The Goods and Services Tax imposed by Government. The Contract is to be treated as taxable for the purpose of GST.
2. Unless otherwise stated within the quotation, any quotation given by NG shall remain valid for acceptance by the buyer for a period of thirty (30) days from the date stated on such quotation.
3. The terms and conditions of the quotation, any systems specifications referred to therein and these terms and conditions shall together constitute a Contract (hereinafter called "the Contract") and shall constitute the entire understanding between the parties with respect to the subject matter thereof and shall supersede all previous communications, representations, understandings and agreements whether oral or written between the two parties. Any representations promises or conditions not contained in the quotation shall not be binding on either party unless and until accepted in writing by NG. NG shall not be bound by and hereby rejects any terms listed on the buyer's orders or forms that are at variance with or in addition to the terms of the quotation.
4. Quotations and any other documentation transmitted electronically shall not be binding on either party.
5. Unless otherwise specified in the quotation, trading terms are NETT 7 DAYS FROM DATE OF NG INVOICE. Payment in Australian Dollars should be made by telegraphic transfer via the Westpac Banking Corporation, Shop 37 Mountain Gate Shopping Centre, Ferntree Gully 3156, BSB 033 349, Account 149271, for the credit of THE NOVASYS GROUP PTY LTD/COLOUR TECHNOLOGIES AUSTRALASIA. Payment in English Pounds Sterling should be made by telegraphic transfer via Barclays Bank Plc, Kettering Business Centre, 8 Market Place, Kettering, Northants, NN16 OAX, England, Sort Code #20-45-77, Account #70592374, Trans Code 78, for the credit of THE NOVASYS GROUP PTY LTD/COLOUR TECHNOLOGIES AUSTRALASIA. Any bank charges incurred by NG in such transfer of funds are payable by the buyer. NG will only accept payment in the form of cheques, bank cheques, cash or direct transfer to NG's account as hereinbefore set out.
6. Unless otherwise specified in the quotation all prices are quoted subject to purchase price, rates of currency of exchange, transportation, insurance, customs duty, customs clearance, Import documentation and any other applicable fees, taxes or charges current at the date of the quotation and as such are therefore VARIABLE. Any variation in excess of plus/minus 1% between the rates specified in the quotation and the rates current at the time of the buyer's payment shall give rise to a variation in the selling price specified in the quotation in accordance with such variation.
7. All prices quoted in the quotations are exclusive of GST unless otherwise specified in the quotation. GST shall be payable by the buyer on all taxable goods and services.
8. NG shall retain a security interest in the goods until the buyer has fulfilled all of its obligations connected with the purchase and in accordance with the Contract whether or not legal title in the goods or any of them has passed to the buyer. During the retention of such security interest NG shall have the right to repossess and remove the goods at any time and to enter upon the premises upon which the same are then situated for that purpose. Any such repossession shall be in addition to and not in derogation of any other remedies available to NG.
9. Title to the goods will pass to the buyer only when NG has received all payments under the Contract. Risk in the goods will pass to the buyer when the goods have been dispatched from the Manufacturer's premises.
10. All communications in connection with the Contract and all arrangements for the inspection of products and/or facilities shall be regarded as strictly confidential between NG and the buyer and shall not be divulged by one party to any other person firm or company without the prior written consent of the other party.
11. NG and it's suppliers reserve the right without notice to change specifications, description and prices in accordance with its policy of continuous product development improvements. All information contained in catalogues price lists and other printed matter will be correct at the time of going to press but will be subject to the aforesaid reservation.
12. All reasonable efforts will be made by NG to carry out its obligations pursuant to the Contract but if NG is prevented directly or indirectly from making delivery of the goods or performing or completing any of its obligations pursuant to such contract by reason of acts of God, strikes, trade disputes or any other industrial action, fires, interruption of transport, refusal of export licence government or administrative action or inaction or any other cause whatsoever whether or not of the like nature to the foregoing which shall reasonably be considered to be outside the control of NG, then NG will be under no liability whatsoever to the buyer. NG shall be entitled at its option (to be notified to the buyer in writing by its authorised representative) either to cancel such Contract whereupon NG shall be relieved of all of its liabilities thereunder or to extend the time of its performance by a period equivalent to that during which performance by NG has been restricted by such circumstances.
13. Installation will be deemed complete when the goods have been electrically and mechanically assembled.
14. 14.1 Basic training and applications support provided in the price of the goods covers the time of NG's support personnel only. Costs of travel in excess of 50kms board and lodging (if any) shall be charged to the buyer. NG reserves the right to include travel time in excess of 90 minutes in the support time allowance.
14.2 It is a condition of any contract that all training of the buyer's personnel is undertaken during the first six months following installation of the goods.
14.3 If any training is required after the said period of six months NG will provide a formal quotation for the cost of such training at its daily rate then applicable.
14.4 If training of additional personnel or training other than basic training is required NG will provide a formal quotation for the cost of such training at its daily rate then applicable.
15. Unless otherwise specified all parts of goods supplied by NG are warranted in accordance with the original equipment manufacturer's warranty and relate only to repair or replacement for defects in workmanship and materials. Any warranty provisions do not cover accidental damage or misuse by the buyer or any servant or agent of the buyer. The manufacturer's warranty is based upon the equipment being used during a single 8 hour shift only. The costs associated with the importation of spare parts and the costs associated with installation (if applicable) will be charged to the buyer. The warranty period for repaired or replaced parts does not exceed the warranty period applicable to the products originally delivered. Modifications made by the buyer to the goods will render void all manufacturers' warranties. Unless specified in the quotation NG gives no warranty as to the ability or fitness of the goods and services to meet the requirements of the buyer.
16. Any claim for defective goods must be made by the buyer in writing within seven days from the date of delivery of the goods to the buyer's site.
17. The systems supplier and/or NG may at their election terminate the Agreement forthwith and/or cancel any unfilled part thereof by notice to the buyer in the event that either party should become bankrupt or insolvent or enter into any arrangement or composition with its creditors or in the event that a receiver is appointed to direct the business of either party or in the event that either party shall sell or assign a majority of its assets or merge or consolidate with another firm corporation or entity or the buyer has committed a material breach of these terms and conditions.
Nothing contained in this clause shall relieve the buyer from its continuing obligations pursuant to paragraphs 5 & 9 hereof.
18. The buyer agrees to indemnify and hold NG harmless from and against all loss claims expenses damages and liabilities including legal fees which NG may suffer incur or be required to pay arising out of the death or injury of any person or persons or damage to property resulting from or pertaining to the use or operation of the system or equipment occasioned by the negligence misuse or misconduct of the buyer its agents employees or invitees.
19. NG is not and shall not be responsible for any loss damage liability or injury incurred by the buyer as a result of any fault or damage in the goods supplied or work performed by NG whether such fault or damage arises as a result of negligence lack of care or any other cause by NG, its employees, officers, servants and agents at any time.
20. Quotations for repair or servicing are ESTIMATES ONLY based on the opinion of NG's service personnel of the possible extent of time and parts required to perform the requested work. The actual cost of the work performed shall be charged in accordance with NG's then current rate with a minimum charge of 2 hours labour.
21. Any contract between NG and the buyer shall be governed by and subject to the Laws of the State of Victoria, Australia.
22. In the event that buyer is a company it shall simultaneously upon entering into the Contract procure the execution by its Directors of personal guarantees in the form of the draft personal guarantee annexed hereto and marked with the letter "A".