

Selkirk Pty Ltd Terms and Conditions of Purchase

A. Contract: A binding contract exists between the Supplier and the Company for the supply of Goods and Services subject to the terms referred to in the Purchase Order and in these Master Terms and Conditions from the earlier of either the date on which the Company receives notice of acceptance of a Purchase Order or the date on which the Supplier supplies the Goods and Services, undertakes any act to fulfill the Purchase Order or performs in accordance with these Master Terms and Conditions or the Purchase Order in any way.

1.Price:

Prices for Goods and Services are as quoted by Supplier or as set out in Supplier's latest price list, are exclusive of GST unless otherwise stated, and;

1.1 The Company will not be bound by any increase in Suppliers prices unless such increase is notified and accepted by the Company in writing prior to shipment.

1.2 If the invoices for the Goods or Services omit the price, the invoice will be returned and only deemed to have been received once corrected.

2.Payment:

Invoices must show the relevant purchase order number and, provided they are complete, the Company will pay within the period nominated on the Purchase Order, or if not stated, within 60 days of the first day of the month immediately following the month in which the invoice is received. Where the invoice must be corrected, the invoice shall be deemed received, for the purpose of calculating the time for payment on the date when the Company receives a duly corrected invoice.

3.Quality:

Goods supplied must conform to the specifications, drawings or samples agreed by the Company and the Supplier. The Company will be under no obligation to accept goods that do not comply with the agreed specifications or drawings. Certificates of Conformance are to be sent with each delivery. If specifications are not met, the Goods may be returned at the Supplier's expense.

The Supplier will grant the Company reasonable access to its facilities and records to allow assessment of the Suppliers Quality System and its compliance with the Company specifications, drawings and Quality System requirements.

4. Delivery:

Delivery terms are Delivered Duty Paid as per Incoterms 2000 unless otherwise stated. Invoices must accompany all deliveries. The Company will not recognise invoices unless the Company's purchase order number is quoted. The Company is not liable for packing or cartage costs unless agreed to prior shipment.

The Company may cancel all or the balance of this order if the Goods are not delivered by the date or dates specified in this order. The Company is under no obligation to accept goods that are delivered prior to the due date on the purchase order.

Where the purchase order is a blanket order covering a period of time and providing indicative quantities that will be called up via a release schedule then the due date will be deemed to be the due date on the release.

Should the Supplier fail to provide the material covered by the order on the specified due date, deliver less than the specified quantity or fail to deliver material that complies with the relevant specifications or drawings, then the Supplier will take such action necessary to ensure The Company's operations are not unduly impacted. This action may include but is not limited to the dispatch of replacement product via priority freight, the sourcing of alternative materials from other sources of supply or the working of required overtime in the Supplier's operations. If alternative materials have to be used then the Supplier will reimburse the Company with the cost of such testing and evaluation that are necessary to approve the use of the alternative materials.

Where some or all of the goods specified on the purchase order are lost or damaged in transit and the supplier is responsible for transportation, then the Supplier shall replace these goods forthwith on notification by the Company as long as the notification is provided within 14 days of receipt of goods.

5. Acceptance of Goods:

Unless otherwise agreed in writing, title to and risk in Raw Materials will pass upon acceptance by the Quality Control Department of the Company latest 3 working days after delivery. Title to and risk in all other Goods will pass on receipt of correctly supplied and invoiced goods by Stores personnel.

6. Warranty Concerning Goods:

The Supplier warrants and agrees that the Goods Supplied:

Shall be fit for the purpose for which Goods of the same kind are usually supplied and any other purpose advised to the Supplier prior to filling of this Purchase Order;

Shall be of merchantable quality and free from defects in material and manufacture;

Shall be transferred to the Company free of any encumbrance; and

Shall not infringe the intellectual property rights of any third party. The Supplier will protect the Company from any action arising from any such infringement by the Supplier.

6A. Warranty Concerning Services:

The Supplier warrants that the Services supplied will be provided in a proper and workmanlike manner and that in performing the Services the Supplier shall exercise the degree of skill, care and diligence normally exercised by members of the Supplier's industry performing services of a similar nature.

7. Labelling and Safety Information:

Each container must clearly indicate: Product, Batch No, Grade and Quality, as applicable.

The Supplier shall provide the Company with adequate information about the use for which the Goods are designed, and any conditions necessary to ensure safe handling and usage by the Company, its employees, agents and customers.

The Supplier shall comply with legislative provisions, requirements of regulatory bodies and commonly accepted industry standards with respect to labelling and packaging of dangerous goods and hazardous substances.

8. Indemnity:

The Supplier hereby indemnifies and agrees to hold harmless the Company from and against any and all losses, liabilities, claims, causes of action, damages and expenses whatsoever arising out of or in respect of the supply of the Goods and Services by the Supplier, including, without limitation, all claims in respect of any breach of the conditions or warranties contained in these terms or implied by law.

9. Health & Safety:

The Supplier shall ensure that it and its employees or sub-contractors entering on the premises of the Company faithfully observe all the rules and regulations in force at that time relating to the presence of these people on the premises including any reasonable directions given to those persons by any representative of the company.

10. Bankruptcy or Liquidation:

If the Supplier being an individual (or being a firm, any partner in the firm) shall commit any act of bankruptcy or being a company becomes insolvent or makes an arrangement with its creditors or has a receiver appointed or a receiver and manager or administrator appointed or commences to be wound up whether compulsory or voluntary (other than for the purposes of bona fide amalgamation or reconstruction and the resultant company is or agrees to be bound by the terms hereof) then the Company shall be entitled to cancel this Purchase Order forthwith by notice in writing to the Supplier (or any receiver liquidator manager or administrator) without limiting the rights or remedies that may be available to the Company.

On cancellation of this Purchase Order the Company shall be granted immediate access to all property owned by the Company such as tooling, jigs or fixtures.

In the case of Bankruptcy or liquidation, any materials, parts or components that have been produced using the Company owned tooling, manufactured against the Company drawings or specifications or contain some element of the Company intellectual property shall not be disposed of other than by sale to the Company at the ruling contract price or a reasonable value for unfinished materials as long as this does not exceed the ruling contract price.

11. Confidentiality:

Any specifications, plans, drawings, patterns, blue prints, descriptions, designs, jig tools and fixtures (including without limitation pattern equipment) and all intellectual and industrial property rights contained therein supplied by the Company to the Supplier in connection with this Purchase Order shall remain the property of the Company and any information derived there from shall be treated by the Supplier as confidential and shall not without prior written consent of the Company be published or disclosed to any third party or used by the Supplier except to the extent necessary to implement the Purchase Order.

12. Inventions:

In the case of any Purchase Order requiring the Supplier to undertake any development work then the Company shall have first option to have transferred to it all intellectual industrial property rights whatsoever nature in such work and the Supplier shall execute all such things and documents as shall be necessary to give effect to this clause.

13. Patterns, Dies and Tooling:

The property and copyrights in all patterns dies moulds and other tooling supplied by the Company to the Supplier or manufactured on behalf of The Company by the Supplier for use in the execution of this Purchase Order shall remain the property of the Company and shall not be used by and nor shall details thereof be disclosed to any third party without written consent of the Company. All such patterns die moulds and other tooling shall be insured by the Supplier against all risks whilst in the custody of the Supplier. They shall also be surrendered to the Company upon demand in good and serviceable condition and the Supplier shall be liable to the Company for any loss thereof or damage thereto.

14. Insurance:

The Supplier shall insure against all losses, claims, demands, proceedings, costs, charges and expenses for injury (including death) or damage to any person or property arising out of any and all occurrences which are the result of the fault or negligence of the Supplier in the supply of Goods or Services and any other liabilities covered under these terms and conditions. The Supplier will whenever requested by the Company produce to the Company a copy of the policy. Where delivery terms are Delivered Duty Paid suppliers are responsible for insuring raw materials and goods in transit as per Incoterms 2000.

15. Statutory Provisions:

The Supplier shall be responsible for ensuring that its employees comply with all statutory provisions, regulations, order and by-laws of any government or other authority relating to the provision of the Goods and Services.

16. Amendments:

These terms shall apply to the exclusion of any terms of the Supplier, unless the Company accepts a variation of these terms in writing. Should there be any conflict between these terms and specific terms noted on the Purchase Order then the specific terms shall apply only to the extent that such conflict exists.

17. Assignment and Sub-Contracting:

The Supplier shall not without the written consent of the Company assign, transfer or sub-let this Purchase Order or any part thereof except as part of any bona fide amalgamation or reconstruction of the Suppliers business. No assignment transfer or sub-letting shall relieve the Supplier from any of its obligations under this Purchase Order.

18. Governing Law:

The contract between Supplier and the Company shall be governed by the Law of Victoria, Australia, and the parties submit themselves to the non-exclusive jurisdiction of the courts of that State.

19. Cancellation:

The Company has the right to cancel this Purchase Order subject to reasonable payment for work completed to the date of cancellation. Any such payment shall not exceed the applicable price under clause 1.

20. Definitions: In these terms:

20.1 "Supplier" means the supplier whose name appears on purchase order.

20.2 "The Company" means Selkirk Pty Ltd ABN: 36 509 084 079 as trustee for Selkirk Unit Trust, including any successor Trustee from time to time.

20.3 "Goods" means any goods the subject of the Purchase Order

20.4 "Services" means any services the subject of the Purchase Order.

20.5 "GST" means Goods and Services Tax