

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. INTERPRETATION- In this order, except where the context requires otherwise:

“VICMESH” means Vicmesh PTY LTD;

“GOODS” means the goods, materials, supplies, plant, services and the like to be supplied by the Vendor pursuant to this Order.

“ORDER” means the Purchase Order between Vicmesh and the Vendor for the supply of the Goods;

“TAX INVOICE” has the same meaning as provided for under the G.S.T. Act;

“VENDOR” means the supplier of the Goods referred to on this Order.

2. ENTIRE AGREEMENT- This Order, together with documents incorporated herein by reference, constitutes the entire contract in respect of the Goods and may not be modified except by written agreement of the parties. Compliance with this Order by manufacture or delivery of the Goods shall constitute acceptance by the Vendor by the terms and conditions applying to this Order, and a waiver of all conditions contained in the vendors offer, acceptance and delivery documents to the extent that those conditions conflict with the terms and conditions of this Order unless and to the extent same are expressly accepted in writing by Vicmesh. No waiver of a breach of any provision of the Order shall constitute a waiver of any succeeding or other breach of the Order of any other order between Vicmesh and the Vendor.

3. VENDOR’S WARRANTIES-The Vendor warrants that the Goods will correspond with the description and any applicable specifications in this Order, and shall be new and of good merchantable quality and fit for the purpose for which they are sold. Vendor shall obtain and provide all usual and trade warranties for the Goods as well as any warranties, which Vicmesh may specifically request. The Vendor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever and that the vendor has good marketable title to the goods and the vendor agrees to hold Vicmesh free and harmless against any and all claimants to the Goods.

4. PRICE – Unless otherwise stated, all prices are in Australian Dollars, are fixed and are not subject to rise and fall.

5. PAYMENT - Unless otherwise stated, the Vendor shall not invoice prior to delivery of the Goods. Payment will be made within 30 days of receipt of Tax Invoice.

6. PROPERTY- In cases where Vicmesh supplies materials and parts to Vendor to process and manufacture Goods, title to and property in partly completed Goods and any materials and parts to be used in their manufacture or supply and then on hand, shall remain property of Vicmesh.

Except as provided for the below, title to and property in the Goods shall pass to Vicmesh when Vicmesh takes delivery of the Goods at the place specified for the delivery in Order. Where any part payment for Goods is made by Vicmesh, title to and property in the partly completed Goods, and any materials and parts to be used in their manufacture or supply and then on hand, shall pass to Vicmesh at the time of part payment. The partly completed Goods, materials and parts shall be clearly marked as “Vicmesh’s Property”.

Where part payment is to be made prior to delivery, Vicmesh may require the Vendor to provide security, to Vicmesh’s satisfaction, in the amount of the part payment, with such security being released on completion and delivery of the completed Goods.

The provisions of this clause are without prejudice to Vicmesh’s right of rejection of the Goods.

7. GST – The prices and amounts in this Order exclude Goods and Services Tax (GST). The Vendor may recover from Vicmesh any GST liability arising out of a supply by it under this Order. GST shall be included as a separate item in the Vendor’s Tax Invoice.

8. DEFAULT - If the Vendor is in breach of any of the conditions of the Order including the Vendor’s warranties, Vicmesh may at its option and without prejudice to any of its rights, forthwith terminate the Order in respect of Goods it has not yet accepted.

If the Vendor fails to supply Goods by the due date, or supplies any Goods of an inferior quality, Vicmesh may purchase goods elsewhere and charge the Vendor with the difference (if any) between the cost of such goods and the price stated on the Order and deduct the same from the monies which may at any time become due to the Vendor or the difference may be recovered as a debt due to Vicmesh.

9. RISK- All Goods shall be at the Vendor’s risk until Vicmesh take delivery of the Goods at the place specified for delivery in the Order.

10. LIABILITY OF VICMESH – Vicmesh shall not be liable for any injury, damage or loss sustained by the Vendor, its employees, subcontractors or agents whilst on Vicmesh’s premises or otherwise and the Vendor shall be liable for and indemnify and keep indemnified Vicmesh against injury, damage or loss of any kind arising out of or incidental to the Vendor’s performance of the Order.

11. CANCELLATION - Vicmesh shall be at liberty to cancel the Order, without compensation, should the Vendor become insolvent or bankrupt or being a company, become insolvent, be wound up compulsorily or pass or purport to pass a resolution to enter liquidation (whether compulsory or voluntary) or to have execution levied on its goods or enter into any arrangement for the benefit of its creditors.

12. TIME- Time for delivery specified in the Order, shall be of the essence.

PURCHASE ORDER GENERAL TERMS AND CONDITIONS CONTINUED

13. PATENTS – The Vendor shall pay all royalties and fees on patented articles processed and registered designs. The Vendor warrants that sale or use of the Goods does not and will not infringe any patent, copyright, trademark or trade secret related to the Goods and shall indemnify Vicmesh and its successors in title from all actions, demands, damages or claims (including legal costs) arising from or incurred by reason of any such infringement.

14. PROPRIETARY INFORMATION – All patterns, drawings, designs and the like supplied by Vicmesh will remain its property and must be returned in good condition and with the Goods on completion of this Order and the Vendor agrees to replace free of charge any such items (the property of Vicmesh) which may be lost, damaged or destroyed whilst in the care of the Vendor. The Vendor shall maintain and use in strict confidence drawings, designs or technical information supplied by Vicmesh.

15. QUALITY- The Goods supplied shall be equal in all respects to the samples, patterns and/or specifications supplied and, where no samples or patterns are exhibited or specifications mentioned, then the Goods shall be of the best material and workmanship and Vicmesh's decisions shall be binding and conclusive on these matters.

16. INSPECTION – All Goods are subject to inspection by Vicmesh at any time. The Vendor agrees to give Vicmesh's authorized representative access to all reasonable times to the Vendor's works and allow inspection and examination of the goods during manufacture, and of the materials used in manufacture. The Vendor shall ensure that its sub-suppliers provide the same access rights to their works. Vicmesh's representative may reject any work which does not conform with this Order, where upon the work shall be redone at the Vendors cost. Any such inspection or examination (if satisfactory) shall not be deemed acceptance thereof or release the Vendor from any obligation under this Order.

All Goods ordered are subject to inspection by the Company upon arrival at the ultimate destination. Even though payment may have been made prior to arrival, if upon inspection, Goods are found damaged in transit as a result of defective packaging, or fail to meet any other requirements of this Order, Vicmesh may reject the Goods and return same to the Vendor and all costs incurred by Vicmesh in connection therewith shall be repaid by the vendor. Vicmesh reserves the right, even after it has paid for such Goods which do not prove satisfactory or are defective or damaged.

17. DELIVERY AND PACKAGING- All Goods shall be delivered free on truck (FOT) to the place of delivery specified in this Order. Two (2) copies of a delivery note quoting the Order number and part numbers (if any) of the goods must be sent with each delivery, one (1) copy enclosed with the goods, the second copy attached in an envelope on the outside of the crate or package.

Goods must be adequately cased, crated or otherwise packed to ensure safe arrival, having regard to road and climatic conditions. Packages and/or loose items must be clearly marked as shown on this Order and must indicate gross weight. Vicmesh may, at its option, reject, repair or have replaced at Vendor's expense, Goods which are damaged as a result of inadequate packing.

Goods not covered by the Order, including excess quantities, may be returned by Vicmesh at the Vendors expense and risk.

18. DANGEROUS GOODS- Dangerous Goods delivered to Vicmesh must be clearly marked with all applicable relevant information including, but not limited to the UN Number, Class Number and Packing group. The Vendor shall ensure that all Dangerous Goods are transported in accordance with the provisions of the Dangerous Goods Act. All dangerous Goods delivered must be accompanied by the appropriate Emergency Procedure Guide (EPG), which is available from Vicmesh on request.

19. SHIPPING AND FREIGHT CHARGES- The vendor shall be accountable for any additional freight charges arising from the Vendor's failure to follow shipping instructions, or any premium freight charges necessary to meet the contracted delivery date and any such additional costs incurred by Vicmesh shall be a debt due and payable to Vicmesh and may be deducted from monies which may at anytime become due to the Vendor.

20. LIENS- The Vendor shall not claim any liens, attachments or similar claims in connection with the Goods and shall defend and indemnify Vicmesh against any and all liens, attachments or other similar claims arising out of or in connection with this Order.

21. LAW- The parties except the laws of Victoria as the proper law of this Order and the parties hereby submit to the jurisdiction of Courts of that state and of courts which may here appeals there from.

22. PUBLICITY- The Vendor shall not without prior written consent of Vicmesh advertise or announce the fact that it supplies Goods to Vicmesh