Terms and Conditions of Sale Howard Instruments Pty Ltd.

1. Contract

1.1 These terms and conditions apply to all transactions between

Howard Instruments Pty. Ltd. (" Howard Instruments") and the customer.

1.2 These terms and conditions of sale may be varied by Howard Instruments at any time by notice in writing to the customer.

1.3 An agreement for the sale of goods arises only when an order for goods is placed by the customer and that order is accepted by Howard Instruments in writing or is otherwise satisfied or performed in whole or in part by Howard Instruments.

1.4 The customer may not withdraw or cancel any order placed with Howard Instruments. Where, at the discretion of Howard Instruments, cancellation is otherwise acceded to, Howard Instruments reserves the right to demand a cancellation fee.

2. Price and Payment Terms

2.1 Prices quoted do not include GST which will be added to the final invoice and are subject to variation without notice.

2.2 The invoiced amount of the goods is to be paid by the customer and received by Howard Instruments at the address on the statement on the due date in accordance with the terms set out on the invoice.

2.3 Where the customer fails to effect payment by the due date, Howard Instruments may at its discretion and without attracting any liability to the customer, withhold delivery of all other goods for which orders have been placed by the customer and accepted by Howard Instruments. Howard Instruments also reserves the right not to accept any further orders for goods placed by the customer.

2.4 Where the customer fails to effect payment by the due date, Howard Instruments reserves the right to charge interest on the amount outstanding at the rate or rates prescribed by the Penalty Interest Rates Act from time to time calculated from the due date until payment is made in full.

2.5 The customer may not make deductions from payment in anticipation of receiving a credit on their account. A Return for Credit number or Warranty Return number must be requested from Howard Instruments, in accordance with clauses 4.4 and 7.3 and a credit on the account will be raised if approved.

3. Delivery

3.1 The invoiced price of the goods does not automatically include delivery. Unless otherwise specified regular delivery by Howard Instruments will be affected by road courier. The costs of special delivery requests and notification of delivery requirements are the responsibility of the customer and should be provided in writing to Howard Instruments at the time the order is placed.

3.2 Any time given for delivery of goods is an estimate only. Howard Instruments shall not be liable for any loss or damage whatsoever by reason of any delay in delivery of the goods and., customer shall not be relieved of any obligation to accept or pay for the goods by reason of such delay. If Howard Instruments in its sole and absolute discretion determines that it is or may be unable to complete its obligations within a reasonable time or at all, the contract may be terminated by Howard Instruments. In the event of termination, the customer shall have no claim against Howard Instruments for any damage, loss, cost or expense whatsoever.

4. Warranty

4.1 The warranty for new products shall be in accordance with the manufacturers warranty terms and conditions unless otherwise stated.

4.2 Howard Instruments warrants goods manufactured or installed by itself against defects in factory workmanship and materials for 12 months. The warranty period shall be from the date of the Howard Instruments invoice, subject to the usage limitation of 100,000km for goods installed in commercial vehicles.

4.3 The warranty period for reconditioned or repaired items shall be 90 days from the date of invoice.

4.4 The customer must notify Howard Instruments of any defect coming within the provisions of this warranty within 30 days of the fault occurring. The customer will be issued with a Warranty Return (ROG) number upon notification, which must be quoted on all ensuing correspondence. An Application for Warranty Return of Goods form will be provided which must be completed by the customer and returned with the faulty goods. Also included must be a copy of the relevant invoice or the relevant invoice number as proof of date of purchase.

4.5 Howard Instruments liability with respect to this warranty shall be limited at the option of Howard Instruments or the manufacturer to the repair or replacement of the goods.

Removal and refitting costs (other than work originally carried out by Howard Instruments) and travel costs are the responsibility of the customer. Where a warranty claim is accepted, Howard Instruments will reimburse the customer's reasonable cost of returning the goods and will pay the cost of sending the repaired or replaced goods back to the customer.

4.6 This warranty shall not apply to goods which have been opened by a third party, contaminated by oil, water or grease, fitted in excessive vibration environments, tight bends or improperly connected. Glass and capillary breakages are excluded from the provisions of this warranty.

4.7 Save and except for the express warranty set out above and to the maximum extent permitted by law, all conditions and warranties which may at any time be implied by the common law, Trade Practices Act, Fair Trading Act, Goods Act or any other state or federal Act are excluded. To the extent that these cannot be excluded and where the law permits, Howard Instruments liability in respect of any such condition or warranty shall be limited at the option of Howard Instruments to the repair or the replacement of the goods or the supply of equivalent goods.

5. Property and Risk

5.1 Property and ownership in the goods shall remain with Howard Instruments until such time as Howard Instruments has received payment of the purchase price of the goods and the purchase price of any other goods or services previously or subsequently supplied by Howard Instruments to the customer whereupon property and ownership of the goods shall pass to the customer.

5.2 Until such time as property and ownership in the goods passes to the customer, the customer shall hold the goods as the fiduciary agent of Howard Instruments and shall remain liable to account to Howard Instruments for the goods. The customer shall store the goods separate from any other goods of the customer and of third parties and shall identify the goods as the property of Howard Instruments. The customer shall not remove any identifying marks placed on the goods by Howard Instruments.

5.3 Until such time as property and ownership in the goods passes to the customer, the customer's right to sell the goods in the ordinary course of its business may be revoked at any time by Howard Instruments giving notice to that effect if the customer is in default in the payment of any sum whatsoever due to Howard Instruments for longer than 7 days. The right to sell the goods in the ordinary course of its business shall automatically cease if a receiver, controller, liquidator or administrator is appointed to the assets undertaking or property of the customer or a winding up order against the customer is made or petitioned or any petition or order in bankruptcy against the customer is presented or made or the customer goes into voluntary liquidation or calls a meeting of or makes arrangements or compositions with its creditors.

5.4 Upon determination of the customer's right of sale pursuant to clause 5.3, the customer shall place the goods at the disposal of Howard Instruments who shall be entitled to enter any premises of the customer for the purpose of removing the goods and to remove the goods from the said premises.

5.5 Notwithstanding the above, the customer shall assume full risk of loss or damage to the goods immediately upon delivery and the customer shall at all times maintain adequate insurance cover in relation to the goods.

6. Disclosure of Information

6.1 The customer authorises Howard Instruments to obtain credit reports from credit reporting agencies and other credit providers concerning the customer's credit worthiness, credit standing, credit history and credit capacity for the purpose of assessing an application by the customer for credit and the customer's credit worthiness from time to time. The customer further authorises Howard Instruments to disclose reports and information to other credit providers about the customer's credit worthiness, credit standing, and credit history and credit capacity for the purpose of assessing an application by the customer for credit and the customer's credit worthiness from time to time.

7. Returns

7.1 Howard Instruments shall be under no obligation to accept goods returned for credit.

The amount of any credit given (if any) shall be solely at the discretion of Howard Instruments. An amount, set by Howard Instruments and subject to change without notice, shall be deducted from the invoice value of goods returned for credit to cover costs associated with handling and processing.

7.2 Unwanted goods to be returned for credit must be clean and undamaged, and all components, fittings, kit parts, instruction sheets and packaging are returned undamaged and unmarked.

7.3 Prior to returning goods to Howard Instruments for credit, a Return of Goods (ROG) number must be obtained from Howard Instruments Heidelberg and this number must be quoted on all ensuing correspondence. An Application for Return of Goods form will be provided which must be completed by the customer and returned with the goods.

The ROG form must also include a copy of the relevant invoice or quote the relevant invoice number as proof of date of purchase.

7.4 Goods specifically made, cut to length or otherwise treated specifically for the customer and goods which have been damaged or altered in any way by the customer will not be accepted for credit by Howard Instruments under any circumstances.

8. Miscellaneous

8.1 These terms and conditions shall at all times be governed by and be construed and interpreted according to the law of the state of Victoria and the customer hereby irrevocably submits to the jurisdiction of the courts of that state and all courts of appeal there from.

8.2 Any notice required to be given by Howard Instruments pursuant to these terms and conditions shall be deemed to be duly given if same be in writing and left at or sent through the post in a pre-paid letter addressed to the customer and its address specified herein or such other addresses as last known to Howard Instruments. Any notice so sent by post shall be deemed to have been duly given at the expiration of 72 hours from the time of posting and notwithstanding that it may subsequently be returned through the post office unclaimed.

8.3 The provisions of these terms and conditions are and shall be construed as divisible and severable to the effect that if any provisions contained in this agreement shall at any time be found or declared void or avoidable by any party or invalid, unenforceable or illegal the remaining provisions of this agreement shall not be affected and shall remain valid, binding and enforceable.

8.4 Special conditions embodied in the Customer's orders are not considered binding unless specifically agreed to in writing by Howard Instruments.

Dated this day of

I certify that I have read and understood these terms and conditions and that I am authorised by the customer to sign these terms and conditions on its behalf.

Signed for and on behalf of the customer

……

Name of signatory

……

Position held

……..

Name of customer

Please sign and return to:

Account Application Howard Instruments Pty Ltd

59-63 St Hellier St Heidelberg Heights

Victoria 3081