

Conditions and Exclusions (unless specified):

- 240v works by others.
- Works by lift company.
- Telephone and network cabling works by others.
- All programming data has been provided prior to commencement of project.
- Optical Fibre cabling and terminations by others.
- Poles and bollards by others.
- Cable Trays by others.
- Cable penetration by others.
- ADSL Filter.
- Cutting, chasing and making good by others.
- Cabling is completed before plastering.
- 12-month warranty on all parts and labour supplied by CENTEC Security Group.
- Equipment remains the property of CENTEC Security Group until full payment received.
- Subject to CENTEC Security Groups normal terms and conditions.
- Quotation assumes existing equipment and cabling are in working condition.
- Quotation assumes door furniture is compatible with electric strike.
- Quotation assumes system is scalable to accommodate new equipment.
- Footings, pads and concreting by others.
- Quotation assumes soil will hold footings and concrete pads.
- Quotation assumes work is continuous.
- Work to be carried out during normal business hours.
- Delays for hazardous materials.
- No lifting and platform equipment allowed for.
- Underground conduits and draw strings to be installed by others.
- All information on underground services to be supplied by client.
- Delays of excavation by rocks.
- Payment terms to approved clients:
 1. Projects under \$3000- payment on client terms as per invoice at completion.
 2. Projects \$3001 and above - 40% deposit, 40% at completion of rough in and balance on client terms as per invoice at completion.

**CENTEC GROUP PTY LTD (ABN 67 070 567 261) TRADING AS CENTEC SECURITY GROUP
TERMS AND CONDITIONS OF SALE - EFFECTIVE 31 JANUARY 2006**

1. DEFINITIONS

In these Terms and Conditions ('T & Cs'):

(a) "Seller" means Centec Group Pty Ltd (ABN 67 070 567 261) trading as Centec Security Group;

(b) "Buyer" means, without limitation, a person or entity who buys; or, agrees to buy; or, guarantees the purchase by the Buyer of, goods or services, from the Seller and "Buyer" includes any Director of any incorporated entity which is a Buyer and any such Director of a corporate Buyer will be both a Buyer and a guarantor ("the Guarantor and Indemnifier") and will irrevocably and personally guarantee the obligations of the Buyer under these T & Cs and, in the event that the Buyer fails in the performance of its obligations for any reason whatsoever, the Guarantor and Indemnifier will faithfully perform those obligations and will indemnify the Seller for any loss, cost (including solicitor's and legal costs, on an indemnity basis) or damage which the Seller may incur in enforcing its rights under these T & C's; and

(c) "Goods" has the meaning in s. 195.1 A New Tax System (Goods and Services Tax) Act 1999; and, "Services" has the meaning in s. 4 Trade Practices Act 1974.

2. GENERAL

These T & Cs between the Buyer and Seller include the completed Quotation or Invoice, Credit Contract and Service Docket form on the obverse side of this sheet of paper. Despite anything contained in any purchase order or other document from the Buyer, these T & Cs will be the only terms, conditions or warranties applicable to this transaction between the Buyer and Seller, any variation must be made by the Seller in writing. The Seller may, by notice in writing to the Buyer, change these T & Cs. In these T & Cs, the phrases 'notice in writing to the Buyer' or 'written notice to the Buyer' include notification by letter, fax or email sent to the Buyer's last known postal address, fax number or email address or by posting any changes to a web site operated by the Seller.

3. PRICE

(a) The Price of the Goods and Services sold by the Seller is that stated herein by the Seller.

(b) The Seller will nevertheless be entitled, by written notice to the Buyer, to adjust the Price of the Goods and Services either before or after acceptance of the Goods and Services, in the event, or to take account, of any increase in the cost to the Seller of:

- (i) purchasing the Goods or Service from its suppliers or sub- contractors;
- (ii) freight/ delivery costs;
- (iii) insurance;
- (iv) exchange rates.

4. PAYMENT AND DEFAULT

(a) The Buyer will pay the Price of the Goods and Services within seven days of the date of the issue of any invoice. This will apply to each and every invoice notwithstanding that the balance of any order or supply has not been or will not be delivered for any reason.

(b) If the Buyer does not pay the Price for any reason whatsoever; or, commits any act of bankruptcy; or, being incorporated, passes a resolution for winding up or a petition is presented for its winding up, then any amounts outstanding to the Seller on any invoice whatsoever will become immediately due and payable together with any collection, court or solicitor's fees which may result from the default. Further, the Seller may, without prejudice to its other rights, suspend further deliveries, require payment in advance for all such deliveries or terminate any contract forthwith by written notice to the Buyer;

(c) Any invoice amount (together with any collection, court or solicitor's fees which may result from a default in payment by the Seller or the Guarantor and Indemnifier) which remains unpaid on the eighth day after the issue of this, or any other, Invoice ('the default day') will bear interest at the rate of fifteen per cent (15%) per annum. Interest will be calculated daily on invoice amounts outstanding from time to time and the interest accrued on any unpaid invoice will be capitalised on each monthly anniversary of the default day.

5. BUYER'S ACKNOWLEDGEMENTS, CREATION OF CREDIT CONTRACT AND PASSING OF RISK

The Buyer acknowledges that:

(a) Unless the Goods or Services are paid on a Cash on Delivery basis, these T&C's will give rise to a Credit Contract between the Buyer and the Seller and, for the purposes of which: (i) the Buyer warrants that it is purchasing from the Seller any Goods or Services for commercial, business or investment purposes only; and, (ii) the operation of the Consumer Credit Codes, Fair Trading or Trade Practices Acts are excluded from this transaction to the fullest extent permissible by Law; and, (iii) for the Buyer specifically authorises and consents to any entity which provides credit reference or credit checking services giving the Seller a credit report on the Buyer.

(b) Any alarm system and components ('the equipment') supplied by the Seller must be maintained, serviced and tested in strict compliance with the relevant Manufacturer's recommendations, specifications and warranty conditions; and,

(c) it has received from the Seller the warranty documents or other advice regarding the necessity for the equipment to be maintained, serviced and tested on a regular basis; and,

(d) unless it has in writing agreed with the Seller that the Seller will maintain and service the equipment, it will, from the date of supply forward, maintain, service and test the equipment in compliance with the documents or advice supplied;

(e) if the Buyer does not maintain, service or test the equipment in accordance with this clause, the Buyer hereby assumes any risk of death, damage, loss or costs which might accrue therefrom AND the Buyer assumes all liability, either direct or consequential for (and indemnifies the Seller against) all death, loss (including solicitors and legal costs on an indemnity basis) or damage which might be occasioned by the Buyer's failure to comply with its obligations in this clause.

(f) The risk in Goods purchased will pass to the Buyer on the date of supply.

6. WARRANTIES AND INDEMNITIES

Subject only to any Law which cannot be excluded by agreement between the parties:

(a) representations and agreements not expressly contained herein are not binding upon the Seller and any conditions, warranties and representations allegedly made by, or on behalf of, the Seller, whether expressed or implied, statutory or otherwise and whether collateral or antecedent or otherwise are hereby expressly negated and excluded;

(b) subject to Clause 7 herein the Seller will be under no liability to the Buyer for any loss whatsoever (including but not limited to any loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of the Seller or the Seller's agent;

(c) the Buyer will indemnify the Seller against any claims made against the Seller by any third party in respect of any such loss, damage, death or injury as is set out in subparagraph (b) hereof; and

(d) the Buyer indemnifies the Seller against all losses, costs and expenses which the Seller may suffer or incur due to the failure of the Buyer to fully observe its obligations under this contract.

7. LIABILITY

Notwithstanding anything contained herein, the Seller's liability to the Buyer will in all cases be limited to, and not exceed, the Price of Goods and Services supplied by the Seller or the resupply of such Goods and Services. This is the case whether liability may arise in contract or in tort or otherwise and the Seller will be under no further liability for any damage, loss of profit or consequential loss to the Buyer or any third party.

8. RESERVATION OF TITLE .

(a) Ownership of Goods remains with the Seller unless and until the Buyer has paid the Price of the Goods to the Seller. As a condition of the Seller agreeing to sell the Goods to the Buyer, a Trust in favour of the Seller will result over the Goods until the Buyer has fully paid for them.

(b) If the Buyer fails to pay in full the Price of the Goods when due, the Buyer grants the Seller or its agents a right to enter the Buyer's premises (using all reasonable force) to repossess such Goods. This right is granted without prejudice to any of the Seller's other rights and remedies. The Buyer agrees that this clause will be a bar to any action for, or allegation of, trespass.

(c) If the Buyer fails to pay the Price of the Goods or Services when due, the Seller may, without prejudice to any other available right or remedy, apply the provisions of Clauses 4, 6 and 9 in order to seek redress for the Buyer's default or recovery of the Price plus costs plus interest.

(d) The Buyer agrees that, pending payment in full of all amounts invoiced by the Seller, the Buyer holds invoiced Goods as bailee of the Seller and that a fiduciary relationship exists between them.

(e) In the event of the sale or other transfer of the Goods to a third party the Buyer, in its position as a fiduciary, will:

- i. assign to the Seller the benefit of any claim against the third party; and
- ii. account fully to the Seller for the proceeds of the sale unless and until the Buyer's total indebtedness to the Seller under these conditions of sale is discharged.

9. LIEN

In addition to any lien where the Seller may be entitled by statute or common law, the Seller will be entitled to a general lien on all property of the Buyer to cover the unpaid price of any goods or services supplied by the Seller to the Buyer.

10. FORCE MAJEURE

Despatch or supply of Goods and Services may be totally or partially suspended by the Seller during any period in which the seller may be prevented or hindered from making despatch or delivery through any circumstances outside its reasonable control, including but not limited to strikes, lockouts, raw material shortages, accidents or breakdowns of plant or machinery. The Seller will not be under any liability in respect of such suspension, in particular the Seller will be under no obligation to deliver at any future date any Goods or Services not delivered during the period of suspension.

11. DAMAGED OR DEFECTIVE GOODS OR SERVICES

Any claim in respect of damaged Goods or defective Goods or Services must be made in writing by the Buyer to the Seller within seven days of the date of supply of those Goods or Services and it is agreed that the Seller is under no legal obligation to make good any damage or defect unless the Buyer provides to the Seller such information in writing about the claim as the Seller may reasonably request.

12. RESTOCKING FEE

In the event that the Seller agrees to accept the return of Goods sold, it being agreed that the Seller is under no obligation to accept such return, the Seller reserves the right to charge a fee or retain an amount of the Price of the Goods amounting to thirty per cent (30%) of the Price of the Goods sold which are returned.

13. ADVICE

Subject to Clause 6 dealing with warranties herein, any advice, recommendation, information or assistance provided by the Seller in relation to the Goods or their use or application, except to the extent that the Seller has expressly agreed in writing to provide the same, is given in good faith and is believed by the Seller to be appropriate and reliable, however any such advice, recommendation, information or assistance is provided without liability or responsibility on the part of the Seller.

14. GOVERNING LAW AND JURISDICTION

This agreement will be governed by the laws of the State of Victoria and the Buyer irrevocably submits to the jurisdiction of the Courts of the State of Victoria,