

LUNA NAMEPLATE INDUSTRIES PTY LTD

ABN 57 006 625 869

SALE TERMS AND CONDITIONS

INTRODUCTION

This document contains Terms and Conditions covering all Luna Nameplate Industries Pty Ltd sales.

All sales contracts entered into by Luna Nameplate Industries Pty Ltd are subject to these Standard Terms and Conditions.

Delivery by us of a quotation referring to standard terms and conditions of sale to a customer, and the subsequent ordering on us by a customer of goods or services referred to in that quotation and the acceptance by us of that order will be construed as acceptance of these standard terms and conditions and any other terms and conditions specified on that quotation unless they are specifically amended in writing and accepted formally by the signature of an authorised officer of each party.

The issue date of this document is identified below. Amendments and/or additions to this document will be identified with a new issue number and date.

Any reference in these Terms and Conditions to "LNI", "us," "our" or "we" means Luna Nameplate Industries Pty Ltd and any reference to "you" or "the Customer" means the Purchaser of goods or services from Luna Nameplate Industries Pty Ltd.

Issue Number 2

5 May 2008

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SALE TERMS AND CONDITIONS

1. QUOTATIONS

- a) Our standard quotation for the manufacture and supply of product is provided in good faith relying upon the customer's conveyed requirements.
- b) In the event that the customer's requirements change the quoted prices and delivery may change.
- c) Quoted lead-time for manufacture and supply of product is based on the conditions at the time of quotation and may be different at the time of the Customer placing a firm order.
- d) Quotations of price will be valid for 30 days from the date of the quotation.
- e) Unless specifically stated otherwise, quoted prices do not include sales tax or any other statutory duty, tax or charge. Such charges if imposed will be added to our price and the Customer agrees to pay such charges in the event of placing an order for the items of the quotation.
- f) Unless otherwise stated, prices quoted are on the basis of supply and delivery by standard freight, to either the address nominated by the customer or the address to which the quotation is sent, in an Australian Capital City or major Regional City.
- g) Unless otherwise negotiated, a nominal charge will be made for each despatch to cover transportation and insurance and the customer agrees to pay this charge to us. Such charge to be separately shown on our invoices. This charge will be made for each and every despatch including partial shipments of an order and where the customer requests scheduled periodic despatches.

2. ORDERS

- a) Only written Customer Orders for the purchase of goods or services will be accepted by us.
- b) Orders are to clearly indicate the quantity; product or service description; price the Customer expects to pay; and the source of this pricing information such as our quotation number or a recent previous order for the same product. These details should be provided for each of artwork, product, tooling, and any other requirement.
- c) Orders must clearly state the delivery address and any associated special instructions.
- d) Where a customer claims exemption from Goods and Services tax (GST), sales tax or any other statutory tax, charge or duty the authority for exemption must be clearly stated on the order. In the event that the claim is omitted, not clear or not valid, the customer will be charged the tax, duty, etc. and the customer hereby agrees to pay the charge. If subsequent valid exemption is provided a credit may be allowable if the charge is in turn recoverable from the statutory body collecting the charge or tax. Goods or services exported from Australia may be exempt from Australian GST under the GST legislation.
- e) We have the right to not accept any particular customer order.
- f) We have the right to cancel the acceptance of a customer order or to delay, suspend or cancel its fulfilment. Delivery to other than an Australian Capital City or major Regional City may attract additional freight charges if special arrangements need to be made and the customer agrees to accept and pay these charges.
- g) At the time of placing an order, the customer may request an estimated time of delivery which we will provide, having regard to the loading on our manufacturing facility at that time.

3. ORDER VARIABILITY

- a) Due to the variability of our manufacturing process we reserve the right to over or under supply the quantity of product ordered by up to ten percent and charge the customer for the quantity thus supplied at the piece price originally agreed to in the customer order, and the customer agrees to accept this quantity and pay the associated invoiced amount.
- b) This condition may be waived only by specific negotiation at the time of the customer placing an order, with the substituted terms and any associated increase in piece price, being stated on the order and accepted by us.

4. ARTWORK

- a) Artwork ordered by the customer or produced in the process of manufacture of ordered product will be charged as a separate amount and shown separately on our invoices.
- b) Artwork will normally be provided to the customer for approval as part of the manufacturing process for the customer's order. In this event the Customer's written approval accepting the artwork will be taken by us as authority to proceed with manufacture exactly as depicted by the artwork. We will not be responsible for product being found to be incorrect due to artwork not being checked thoroughly by the customer.
- c) The customer is expected to check, authorise, and return artwork in a reasonable time as stated on the documents accompanying the artwork. Where delays are experienced in returning artwork this may change the quoted delivery time of the finished product.

5. CHANGES TO CUSTOMER ORDERS

- a) Changes to customer orders must be notified to us in writing.
- b) The customer will accept and agree to pay us for all costs, if any, associated with notified changes and accept any changes in delivery times due to carrying out required changes.
- c) Where a change is requested but it cannot be incorporated due to the order progressing in the manufacturing process past the point where it could be changed, the customer agrees to accept and pay for the completed product as originally ordered.

6. TRANSPORTATION

- a) Orders will be despatched via standard freight carriers to an address in an Australian Capital City or major Regional City.
- b) Delivery to areas outside of these stipulated areas will be by negotiation and the customer agrees to pay to us all costs associated with special transport arrangements.
- c) Despatch from our plant via a commercial carrier will constitute our fulfilment of the terms of delivery of the order which will be considered as having been delivered at the time and date it was accepted from us by the carrier.
- d) We will not be responsible for despatches becoming lost due to customer quoting an incorrect or obsolete or wrong delivery address.
- e) Where a consignment has become lost due to no fault of the customer, we may, by negotiation, re-supply to the order in which case it will be done as expeditiously as possible.

7. CONSEQUENTIAL DAMAGES

We will not accept in any form whatsoever any claim for loss or damage consequential upon our having supplied, or agreed to supply, goods or services.

8. LEGISLATION

Nothing in these terms and conditions is intended to negate any legislation or law and these terms and conditions will stand in addition to any legislation, law or equity and will take precedence unless directly contradictory.

9. TOOLING

- a) Where tooling is necessary for the manufacture of a customer order it will be quoted to the customer at the time of product quotation. The tooling charges may be in either of the following forms
 - (i) Tooling made specifically for the customer's order where the customer is charged for and agrees to pay for that tooling and which then is owned by the customer
 - (ii) Standard tooling which is owned by us and for which the customer is charged a usage fee.
- b) In the case of Tooling made specifically for the customer's order, progress payments may be required by us and this will be detailed on our quotation or order acceptance documentation and the customer agrees to pay to us these progress payments. The assessment of progress on the manufacture of tooling will be made by our technical division and the customer agrees to accept this assessment for the purpose of progress payments. The customer may have their own representative assess this progress but in the event of a dispute our opinion will prevail.
- c) Where tooling to be used is owned by the customer, maintenance may be required from time to time to ensure the tooling is producing good product. Maintenance is usually simply sharpening the tool but may be more extensive. This charge will be passed on to the customer as a separate invoiced item. The customer agrees to pay this charge.

10. QUALITY PLAN

Customers may require us to submit a quality plan in relation to their order. This will be negotiated at the time of quotation and or order. In the event that this is not disclosed prior to our accepting the customer order any costs incurred by us in preparing and submitting this plan will be paid by the customer.

11. OFF-TOOL SAMPLES, SAMPLES GENERALLY

Customers may require us to provide off-tool samples or PPAP submissions or pre-production or pilot samples of product in relation to their order. This will be negotiated at the time of quotation and or order. In the event that this is not disclosed prior to our accepting the customer order any costs incurred by us in providing such samples or submissions will be paid by the customer.

12. TESTING

Customers may require us to undertake special and specific testing on materials, product or processes in relation to their order. This will be negotiated at the time of quotation and or order. In the event that this is not disclosed prior to our accepting the customer order any costs incurred by us in carrying out this testing and submitting the results will be paid by the customer.

13. THIRD PARTIES

- a) Where we employ third parties to supply material, undertake manufacture, process, test, inspect or in any way undertake work associated with our fulfilment of the customer's order for product, tooling, artwork or any other item, the customer agrees to not approach or be in contact with that third party in any way associated with the order except with prior negotiated and written approval from us. This requirement is meant to avoid the possibility of conflicting or incorrect instructions being conveyed to third parties.
- b) In the event of any such unauthorised contact we will take no responsibility whatsoever for the work being performed by the third party and the customer agrees to pay us any and all charges associated with the third party work whether it is satisfactory or not and to indemnify us against the need for re-commissioning another third party to undertake the same work.

14. CONFIDENTIALITY

Both our customer and we agree to not disclose to others, except as is necessary to undertake the work detailed in the customer order, any confidential information obtained from the other party.

15. WARRANTY

- a) We warrant to supply services, product and other items in accordance with the customer order which will in all respects conform with and in no way deviate from the specifications, drawings, samples or other description furnished or specified by the customer.
- b) and that these goods will be:
 - (i) fit, proper and sufficient for the purpose for which they are intended,
 - (ii) of merchantable quality,
 - (iii) of good material and workmanship,
 - (iv) free from any defect or fault.

16. PRODUCT REJECTION / CLAIMS FOR CREDIT

- a) Where the customer believes that the product supplied by us does not conform to the standard warranted the customer agrees to immediately contact our Sales office from where the product was ordered to discuss the matter.
- b) Where it is agreed that the items are not to the required standard, and that the reason is due to our faulty material or workmanship, by mutual agreement by both parties we will either rectify or replace them at no cost; or credit the customer the original cost of the product only.
- c) The customer agrees to not incur any costs such as freight, inspection, sorting, etc. associated with product not acceptable to them, unless specifically authorised by us in writing; and we will not accept any such charges or offsets against the customer's account.
- d) Where we have specifically authorised the return of product to us, together with the method of return, it must be suitably protected and have been handled and stored appropriately as originally packed and despatched by us and any instructions regarding avoiding damage or deterioration must have been complied with. Evidence of failure to adhere to these requirements may result in a credit being denied.
- e) In any case we will not accept claims for defective product, or non-complying consignments or quantities; or product deterioration; or for any other reason whatsoever after one calendar month from the date of despatch from our plant.

17. ADHESIVE APPLICATION

- a) In the event that the customer believes adhesion of a product supplied with the express purpose of self adhesion to as surface is not satisfactory, we will accept no responsibility for such failure unless:
- (i) We have been advised of the exact nature and geometry of the surface(s) involved, the conditions under which the product will operate or be used, and have supplied a product and an adhesive in accordance with our recommendations, and
 - (ii) Any instructions supplied by us regarding the process involved in application of the product have been strictly complied with.

18. EXCUSABLE DELAYS

- a) Neither us or our customer will be liable for any failure to comply with the terms and conditions of quotation or the customer order when such failure is caused by or arises out of any or all of the following:
- (i) Fire, Storm, Tempest, Earthquake, inevitable accident or any other act of God,
 - (ii) Any act of a public enemy,
 - (iii) Any act of the Government of the Commonwealth of Australia or any of its States, Territories or instrumentality which has the necessary power to prevent or delay the due performance of any or all of the requirements and/or terms and conditions of this Purchase Order,
 - (iv) Any act of any person engaged in subversive activity or sabotage,
 - (v) Epidemics or quarantine restrictions,
 - (vi) Strikes, slow-downs, lockouts or labour stoppages or disputes of any kind or freight embargoes,
 - (vii) Any other cause or event whatsoever which is beyond the control and without the fault or negligence of either the Supplier or us.

19. CURRENCY

Unless specifically stated otherwise all transactions in relation to the customer's order will be in Australian Dollars and the customer agree to pay all invoices and other charges in Australian Dollars.

20 PAYMENT TERMS

- a) Unless specifically stated otherwise the customer agrees to pay us cash on delivery for any service, item, or product. This means that we must have cash, or the proceeds of a cleared cheque before the items are released from our plant.
- b) In the event that the customer is granted credit terms, all invoiced charges are due 30 days after the date of the respective invoice.
- c) Unless specifically negotiated otherwise all sales to a destination outside of Australia will be paid for by an irrevocable letter of credit in Australian Dollars to be provided at the time of our acceptance of the customer order.

21. PROTECTION OF INTELLECTUAL PROPERTY

- a) Both parties acknowledge that in respect of any agreement referring to these Terms and Conditions:
- (i) each party owns Intellectual Property, including their respective business processes, procedures and systems, at the date of any such agreement (Existing IP);
 - (ii) Existing IP may be provided to the other party from time to time and, if so, it is provided and the other party shall use it solely to perform its obligations under

- such agreement; and
- (iii) ownership of Existing IP will remain with the party that owned it as at the date of such agreement and shall be unaffected by the Agreement.
- b) We acknowledge that the customer is the sole owner of any Intellectual Property:
- (i) in the customer's trade marks, any and all tooling and any and all designs, specifications, tangible or intangible material, equipment, know how and other items, information and material supplied to us by or on behalf of the customer in connection with any agreement referring to these Terms and Conditions; or
- c) created by or on behalf of us directly or indirectly out of the performance of any agreement referring to these Terms and Conditions together referred to as "The Customers IP".
- d) The customer grants us a non-exclusive, non-transferable license to use the customers IP for the sole purpose of performing our obligations under any agreement referring to these Terms and Conditions:
- e) We must not, nor may we permit any other person to (without the customers prior written approval):
- (i) use, copy, alter, modify, enhance, remove or tamper with the customers IP;
- (ii) make any of the customers IP available to any person, other than its employees for the express purpose of the performance of any agreement referring to these Terms and Conditions;
- (iii) make, sell or otherwise deal with any product containing, embodying or bearing any of the customers IP other than in accordance with any agreement referring to these Terms and Conditions; or
- (iv) do any act that would or might invalidate or be inconsistent with the customers rights in the customers IP, including registering a trade mark, company name or domain name similar to any of the customer's trade marks.
- f) All benefit of the use of the customers IP by us under any agreement referring to these Terms and Conditions, including all goodwill generated from trade mark use of the customers IP, shall enure to the benefit of the customer.
- g) We shall at all times comply in all respects with any agreement referring to these Terms and Conditions and the customers usage rules and standards of conduct and quality in relation to the use of the customers IP, in particular the customer's trade marks, prevailing from time to time and any and all other reasonable directions from time to time issued to it in writing by the customer.
- h) We shall not at any time either during the Term or following termination of any agreement referring to these Terms and Conditions, directly or indirectly, nor shall we employ or assist others to:
- (i) challenge, call into question or raise any questions concerning the validity or ownership of the customers IP or the customers right to register and use the customers IP;
- (ii) do or suffer to be done (where it is reasonably within our control to stop) any act or thing which may in any way prejudicially affect or impair the rights of the customers or its licensors in the customers IP or which may prejudicially affect or damage the goodwill of the customer or its licensors.
- i) We must notify the customer of any actual, threatened, or suspected infringement of the customers IP and provide reasonable assistance in any proceedings or other steps the customer or its licensors may take in relation to such infringement.
- j) "Intellectual Property" includes any right to, and any interest in, any patent, design, trade mark, copyright, trade secret and any other proprietary right or form of intellectual property (protectable by registration or not), including such rights in respect of any know-how, technology, concept, idea, data, program or other software

(including in source and object codes), specification, formula, drawing, program, design, Tooling, system, process, logo, mark, style or other thing;

22. LEGAL JURISDICTION

Any Agreement resulting from and subject to these Terms and Conditions will be governed by the laws applicable in the Australian State of Victoria

23. AMMENDMENTS

Except as specifically provided, no amendment to these Terms and Conditions will be effective unless made in writing and signed by both parties.

24. ACCEPTANCE OF THESE CONDITIONS

Our receipt of a customer order stating our quotation details (which in turn refers to these Terms and Conditions) will constitute the Customer's acceptance of these Terms and Conditions unless amended specifically in accordance with clause 22.

END OF DOCUMENT

REVISION HISTORY

Revised 5 May 2008 — as detailed below.

Reason for change	Page / clause	Detail
Change issue number	Cover sheet	Issue number 25 May 2008
Add company ABN	Cover sheet	ABN 57 006 625 869
Broaden definition of LNI	Cover sheet Paragraph 5	Add “LNI” add “our”
Table of Contents		TOC added
Address GST	Clause 2d	Add reference to GST and GST exemption for export
Consequential damages	Clause 7b	Delete as duplicated by 16b
Replacement of defective items	Clause 16b	Change from “LNI option” to “mutual agreement by both parties”
Add Intellectual Property clause	New Clause 21	
State legal jurisdiction	New Clause 22	
Allow for amendment	New Clause 23	
Acceptance	Clause 21	Change to read “Clause 24” Add “unless amended”
Revision History		Details of issue 2 added