



INTERNATIONAL

GENERAL TERMS & CONDITIONS OF SALE

These Terms and Conditions of Sale shall apply to all sales of goods (Goods) and / or service (Services and together Products) sold to Buyer by ECC International Pty Ltd, a Melbourne corporation. All orders are subject to approval by seller, any waiver or alteration by seller shall be made only in writing signed by an officer or director of Seller.

1. PAYMENT TERMS:

(a) Invoices are due and payable prior to shipment, unless otherwise specified on the invoice. By signing below Buyer agrees that any outstanding balance unpaid when due shall be subject to a finance charge of 1-1/2% per month on such balance until paid.

(b) Payment received from Buyer may be applied by Seller against any obligation under this or any other written agreement between Buyer and Seller. Seller may refuse or delay shipments if Buyer fails to pay promptly any payments due Seller under any purchase order or agreement.

2. PRICE & TAXES:

Unless otherwise specified in writing all prices are F.O.B. Melbourne Australia. Any prices quoted in writing shall be valid for 30 days from issuance. Seller may increase the price of any Goods ordered by Buyer but not yet shipped by Seller if Seller's cost for such Goods has been increased by Seller's supplier. Seller may increase its quoted price by a percentage equal to the percentage of increase in Seller's cost for the Goods and Buyer agrees to pay such increased price in accordance with these items. Prices do not include sales, use, services, excise or similar tax attributable to the sale of the goods covered hereby, or shall provide Seller with tax exemption certificates acceptable to the taxing authorities.

3. SERVICES:

Services to be provided by Seller will be governed by a mutually agreed upon written quotation and statement of work and specifications (in whatever form and under whatever name, herein, a "SOW"). In addition to these General Terms and Conditions, any such SOW shall contribute the complete and exclusive specifications (hereinafter "Specifications") for the Goods to be sold and/or Services to be performed. All Specifications shall be based solely upon the information provided by Buyer. If Buyer requests a change to the Specifications, or if any information or the Specifications provided by the Buyer is determined by Seller to be inaccurate or incomplete, Seller may: (a) stop until Buyer and Seller agree on an adjustment or (b) upon ten (10) days prior notice, terminate the Agreement immediately, without liability to Seller, and assess Buyer cancellation charges.

4. ACCEPTANCE:

Upon receipt of Products, Buyer agrees to inspect and / or test the products. Such inspection and testing shall be completed promptly and in no event later than 10 days after receipt of Goods by Buyer or completion of Services by Seller. The Products shall be deemed accepted by Buyer unless Buyer provides Seller with timely written notice specifically noting any defects or discrepancies in the quality or quantity of products received.

5. DELIVERY AND TRANSPORTATION:

All Goods shipped are F.O.B. Melbourne Australia, unless otherwise specified. Title to and risk of loss of all shall pass upon Sellers delivery of goods to carrier. Buyer shall pay all FREIGHT, handling and delivery, special packing and insurance charges for shipment of Goods. Choice of carrier and shipping method and route shall be at the election of Seller. Seller shall have the right to deliver all goods covered hereby at one time or in portions from time to time, within the time for delivery provided in such order.

6. WARRANTIES AS TO GOODS:

Buyer acknowledges that Seller is acting solely as a third-party distributor of the Goods sold by Seller and that the manufacturer, licensor or other vendor of the Goods is solely responsible to Buyer, Seller and to third parties for all liability, claims, damages, obligations, and cost and expenses related to the Goods. Buyer agrees to look solely to the manufacturer, licensor or other vendor of the Goods for breaches of the licensor's or manufacturer's warranty and / or for any maintenance, support, repair or replacement of the Goods. The warranty made to Seller by the Manufacturer, licensor or other vendor of the Goods will be assigned to Buyer by Seller, to the extent such assignment is permitted by law and terms thereof. SELLER MAKES NO REPRESENTATION. COVENANT OR WARRANTY WITH RESPECT TO THE EXTENT OR ENFORCEABILITY OF THE MANUFACTURER'S OR LICENSER'S WARRANTY. No such warranty by the manufacturer, licensor or other vendor of the Goods shall apply to any Goods which have been altered or repaired, other than manufacturer authorised repairs, or which have been subjected to misuse, negligence or accident.

7. WARRANTY AS TO SERVICES:

Seller warrants that all Services rendered by Seller shall be rendered by Seller subsequently in conformity with the Specifications and shall be performed in a workmanlike manner. Seller warrants such conformity with Specifications or ninety (90) days following the date of shipment. If any of the products are found to be defective by reason of Seller's failure to conform to the Specifications, such Product will, at Seller's option be replaced, repaired at Seller's option be replaced, repaired at Seller's cost or the purchase price refund.

8. DISCLAIMER OF OTHER WARRANTIES:

Seller makes no other warranty, expressed or implied, with respect to the Goods and Services. SELLER DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS OR THE FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE OR USE OF BUYER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH THE USE BY SELLER OF ANY SAMPLES ANY COURSE OF DEALING OR COURSE OF PERFORMANCE BETWEEN THE PARTIES OF USAGE OF TRADE. No repair or replacement of products by any party shall extend any warranty period therefore. Seller does not warrant or guarantee in any form the results or achievements of the Service provided. Seller is not responsible in any way for the work or activity of any non-Seller supplied personnel, including subcontractors or independent contractors.

9. LIMITATION OF LIABILITY:

Sellers liability (whether under theories of breach of contract tort liability, misrepresentation fraud, warranty, negligence or strict liability) for the Products shall be limited to repairing or replacing the Products found by Seller to be defective or non-conforming as provided above or at Sellers option, Seller may refund the purchase price of such products. IN NO EVENT SHALL SELLERS LIABILITY EXCEED THE PURCHASE PRICE OF PRODUCTS DETERMINED TO BE DEFECTIVE.

10. LIMITATION OF DAMAGES:

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LIABILITY, CLAIMS, OBLIGATIONS, DAMAGES, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, BUSINESS LOSSES PERSONAL PROPERTY DAMAGE AND PERSONAL INJURY), ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE SUPPLYING OF THE GOODS TO BUYER OR ANY SERVICES PROVIDED TO BUYER ANY THIRD PARTY RIGHTS IN

THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES . Consequential damages shall include, without limitation, loss of use, loss of income or profit, loss of data, costs of recreating lost data, or the loss sustained as the result of injury to any person, or loss or damage of any property, or loss or damage sustained as the result of injury to any person or loss or damage to any property, or loss or damage sustained as a result of work stoppage.

11. RETURN / CANCELLATION:

Orders accepted by Seller may be cancelled only upon consent of Seller. Where Seller consents to a cancellation to other withdrawal of an order for products. Buyer shall pay Seller, in Seller's discretion, reasonable cancellation charges (in amount not less than 15% of the cancelled order). All orders which include non-standard items, are non-cancellable, returnable and non-refundable. Buyer should notify Seller in each instance when Buyer intends to return Goods for breach of manufacturer's licensor's or other vendor's warranty. Seller shall be entitled to examine such Goods at Buyer's facilities prior to their return. Final inspection and determination whether Goods breach such warranty shall be made by Seller. Where Seller has issued and delivered to buyer a written determination of a bona fide defect or discrepancy in the quantity or quality of Goods received by Buyer or Seller shall otherwise determine that Goods are returnable. Seller shall issue or cause to be issued a Return Material Authorisation ("R.M.A.") for the Goods to Seller's facility. (F.O.B. Seller's facility) within 30 days of the date of Seller's assignment of such R.M.A. Buyer shall return defective Goods in their original package and in good condition, without alteration, defacement or removal of serial numbers or any part thereof. Upon acceptance of property returned Goods to Seller, Seller agrees to (i) credit the account of Buyer for Goods returned and/or (ii) replace the defective Goods, without charge to Buyer. In the event Buyer received an insufficient quantity of Goods, and such insufficiency has been verified by Seller, Seller shall ship additional conforming Goods to Buyer to rectify the deficiency. Other than the foregoing inspection and acceptance provisions, all sales of Goods are final, and buyer shall have no right to return such goods to Seller. In no event shall Seller be obligated to (i) credit the account of Buyer for Goods returned, (ii) replace the defective Goods with conforming Goods, and/or (iii) issue or cause to be issued Return Manufacturer's Authorisation ("R.M.A.") for the Goods beyond ninety (90) days from the date on the written determination by Seller of a defect or discrepancy.

12. FORCE MAJEURE:

Seller shall not be liable for delays in delivery or for failure to perform due to cause beyond the reasonable control of Seller, which causes shall include, without limitation, acts of God, acts of omission of Buyer, acts of civil or military authorities, fire strikes, power surges or outages, epidemics, quarantine restrictions, flood, earthquakes, riot, war, delays in transportation or inability to obtain necessary labour, materials or supplies. In the event of any delay, the set date of delivery, if any, shall be extended for a reasonable period, or, at Seller's option, cancelled.

13. EXPORT:

BUYER agrees not to directly or indirectly export any Goods (whether or not modified by services), including but not limited to parts, equipment, software or technical data/documentation without first obtaining the required Australian Government export license(s). If BUYER intends to export Goods outside Australia, Buyer shall determine whether an export license is required and, if so, obtain that license from the Australian Government.

14. INTELLECTUAL PROPERTY:

Seller shall have no liability of any kind with respect to any actual or alleged infringement of any Australian or foreign patent trademark copyright, mask work right, trade secrets or similar proprietary right. Buyer agrees to look solely to the manufacturer, licensor or other vendor of the Goods with respect to any claim of infringement. SELLER DISCLAIMS ANY IMPLIED WARRANTY AND CONDITION OF NON-FRAGMENT OR, AS TO ANY SOFTWARE, ANY WARRANTY OF TITLE.

15. DATA RIGHTS: The only data rights obtained by Buyer shall be determined by the specific terms and conditions offered by the manufacturer of the Goods.

16. ASSIGNMENT:

Any assignment of its agreement or any right hereunder by Buyer shall be void without Seller's written consent.

17. DEFAULT:

In the event of any default, Buyer shall pay all costs incurred by Seller in collecting any amounts due under this agreement including reasonable attorneys' fees and costs. The waiver by Seller of any breach or default in any payment shall not be deemed to be a waiver of any later breach or default. Seller shall have all the remedies provided under the uniform Commercial Code, including those of a secured party, and any other remedies which seller may have at law, in equity or under any other agreement. All such remedies shall be cumulative. The exercise of any remedies shall not preclude the exercise of that remedy at another time or any other remedy at any other time. Buyer agrees that in the event of a default all materials supplied by Seller remains the property of the Seller and may be returned upon request of the Seller.

18. INDEMNIFICATION:

Buyer represents and warrants that all Specifications shall be accurate and complete. Buyer further warrants that the goods will not be resold, transferred, exported or reused in any way by Buyer in violation of any laws, regulations or export control imposed by the Australian Government Buyer. Represents and warrants that the Goods sold by Seller will not be used in connection with (a) nuclear installation or material or (b) a "medical devise" or surgical implant regulated by the FDA or (c) mass transit or (d) any applications where failure or malfunction could create a situation in which personal injury or death is likely to occur. Buyer shall indemnify, defend and hold harmless Seller, including reasonable attorney fees, court costs, and costs of investigation and defense, from any harm or damages or liability caused to it by any breach of any of the foregoing representations or for the failure to comply with any laws or regulations including, without limitation, any Export laws of Australia

19. SECURITY INTEREST:

Buyer grants Seller a purchase money security interest in the items sold hereunder whether constituting equipment, inventory, fixtures and/or general intangibles shipped by Seller at any time, including all accessions to and replacements thereto and all proceeds thereof (collectively, the "Collateral") to secure the payment of the purchase price of such Collateral. Buyer authorises Seller (i) to file one or more financing statements signed only by the Seller without the Buyers signature, and (ii) to use a copy of this agreement as an exhibit to any financing statement. Buyer agrees to cooperate fully with additional documents, instruments, financing statements or amendments thereto as Seller may request to perfect or continue the security interest created by this agreement.

20. INTEGRATION:

This agreement sets forth the sole and entire agreement between the parties with regard to the sale of Goods herein and supersedes any and all prior or contemporaneous oral agreements between them regarding the same. When Buyer and Seller enter into additional written agreements with respect to Goods and/or service to be provided to Buyer by Seller, these General Terms and Conditions of Sale shall be deemed incorporated by reference in those additional writings.

21. GOVERNMENT CONTRACTS:

Seller shall not responsible for compliance with any terms and conditions intended to be imposed upon Seller in support of an Australian Government contract where the products being sold by Seller to Buyer are standard commercial items available for sale to the general public and Buyer shall be responsible for obtaining, from the government agency involved, a deviation from any such flow-down provisions for the benefit of Seller . In the case of non-commercial product being sold to buyer by Seller only

those provisions required by the government contract and expression agreed to by Seller in a separate written agreement between Buyer and Seller shall be binding upon Seller.

22. GENERAL:

All agreement, covenants, condition provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provision or portion of this agreement is held to be invalid, illegal, unconscionable, the other provisions and portions hereof shall not to be affected. The several captions used herein are for the convenience of the parties only and shall not affect the construction or interpretation hereof. Any clerical errors are subject to correction. This Agreement shall be governed by the laws of the state of Victoria.